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CURRENT TOPICS.

LORD JUSTICE BRAMWELL has returned to town, and is expected to take his seat in the Court of Appeal next week. We regret to learn that Lord Justice COTTON'S absence from the Court is due to the serious illness of his son.

FROM THE CONVERSATION which took place between Lord CAIRNS and the Lord Chancellor in the House of Lords on the second reading of the Solicitors' Remuneration Bill, it appears probable that this measure will become law this session. It will be remembered that in the last Parliament the Incorporated Law Society preserved what may be termed an attitude of "armed neutrality" to the Bill, suggesting some amendments, but neither assenting to the measure nor opposing it. It is, we believe, felt in some quarters that this is not the right attitude for a society representing the profession whose interests the proposed legislation so materially affects. It is asked why, if (as was stated in their last report) the Council saw no reason to oppose the Bill, they did not lend a hearty support to its principle, and thereby facilitate the acceptance of the amendments which are needed to render it a satisfactory measure?

THE ECCENTRICITIES of litigants are proverbial, but there can seldom have occurred a more striking instance than the proceedings of the petitioner in *Halpin* v. *Boddington*, which came before Sir JAMES HANNEN last Tuesday. Having presented a petition for restitution of conjugal rights, which her husband answered by asking for a judicial separation on the ground of cruelty, she altered her mind, amended her pleadings, and asked for a delaration of nullity of marriage. The case being heard *in camerâ*, the respondent offered no opposition to the decree asked for, and did not proceed with his case as to cruelty. A decree *nisi* was accordingly pronounced, but at the expiration of six months the petitioner again altered her mind, and instead of applying for a decree absolute, moved to dismiss the petition. This was of course strenuously opposed by the respondent, who had withdrawn his case of cruelty after the amendment of the petition; and ultimately Sir JAMES HANNEN held that the circumstances of the case were so suspicious that the papers must be laid before the Queen's Proctor.

A SOMEWHAT NOVEL POINT of criminal law was recently decided by the High Court of Justiciary in Scotland. Three persons had been tried on an indictment containing two charges, one of conspiracy to defeat the administration of justice by means of perjury, the other of perjury separately against each. On the first charge they were acquitted, on the second they were convicted. A bill of suspension or appeal was then brought, raising the question whether the three prisoners could be thus included in one indictment, so as to prevent each of them from giving evidence for the others. The court (consisting of Lords MONCREIFF, YOUNG, and CRAIGHILL) held that the conviction was good, on the ground that, though the false and untrue statements made by each prisoner were separately made, they were all made about the same affair, and substantially in the same terms. This decision would appear to be directly opposed to the current of English cases. In *Reg.* v. *Phillips* (2 Strange, 921) it was held that two or more persons could not be jointly indicted for perjury. Even if two persons are placed in the dock for a joint offence, it would seem that one is an admissible witness for or against the other. This, at least, is Mr. TAYLOR'S opinion, in support of which he quotes an Irish unreported case, and the well-known case of *Reg.* v. *Winsor* (L. R. 1 Q. B. 190). In this last case, however, it is to be remarked that the accomplice, though joined in the same indictment, was not tried with the prisoner; and also that the court did not expressly decide the point, but only expressed a strong opinion. So far as regards the charge of conspiracy, no doubt the mouth of each prisoner would be closed in reference to every other, even in English law, on the broad ground that, as the offence is necessarily a joint one, the evidence of any must directly affect himself as well as the rest.

THE CHANCERY PAYMASTER might be supposed, with his now limited staff, to have enough to do to get

through his proper work without raising unnecessary objections. On Wednesday last, however, counsel moved before Vice-Chancellor HALL that the Chancery Paymaster might be instructed to act upon an affidavit which he had objected to act on, because, being made in a remote part of America, it purported to be sworn before a person describing himself as a "probate judge." The affidavit had passed the censorship of the Masters of the Central Office, who had placed it on the file, and that fact alone we should have thought sufficient to show that the proper formalities had been complied with. The Vice-Chancellor directed the Paymaster to act upon the affidavit. It would be convenient to solicitors to be informed by what right the Chancery Paymaster considers himself entitled to go behind an affidavit for such a purpose, and more especially after the proper officer has held it to be sufficient. The Masters now file all affidavits sworn before any person qualified to administer oaths in foreign countries, and so long as the signature is authenticated by the official seal of this qualified person, no question is ever raised. In fact this affidavit was rightly filed, and the application to the Vice-Chancellor ought not to have been necessary; but this brings us to the whole subject of affidavits required by the Chancery Paymaster. Take, for instance, an affidavit of residue. The deponent, who really knows nothing, or next to nothing, of the matter, has to obtain the facts from the Paymaster himself, and then to go and swear to them. Such an absurdity is a relic of the old days of "unnecessary oaths and affirmations," and ought to be abolished. If the residue of a fund has to be ascertained, the Chancery Paymaster's certificate of that fact should take the place of an affidavit.

THE QUESTION as to what "relief" may be applied for and given to a defendant on motion under ord. 40, r. 11 recently came before the Master of the Rolls in *Pascoe* v *Richards* (noted *ante*, p. 258). The pleadings, including special reply and joinder of issue, had been delivered and were closed; and the defendant thereupon moved, under ord. 40, r. 11, to dismiss the action, on the ground that the pleadings did not show any case for relief against him. It appears to have been argued, on the authority of *Litton* v. *Litton* (24 W. R. 962, L. R. 3 Ch. D. 794), that the dismissal of an action was not "relief claimed" within the meaning of ord. 40, r. 11; and the fact that the defendant had not made a counter-claim was relied on in support of the argument that no "relief" could be granted to him. The Master of the Rolls, however, took a view similar to that which we ventured to express (21 SOLICITORS' JOURNAL, 236) when commenting on the decision in *Litton* v. *Litton*—viz., that the dismissal of an action was the very best relief that could be granted to a defendant in the action; and pointed out that the word "relief" in the Rules of Court should be construed in a wider sense than as being merely equivalent to the "relief" expressly claimed by a pleading. The learned judge distinguished *Litton* v. *Litton*; but it appears to us that his decision must have the effect of overruling the decision in that case. The only difference in the two cases was that in *Litton* v. *Litton* default had been made in replying to a defence "*which, if uncontradicted, constituted a good defence to the claim*" (L. R. 3 Ch. D. 794), while in *Pascoe* v. *Richards* a special reply, followed by a simple joinder of issue, had been delivered; but the admitted facts showed no ground for relief against the defendant. The effect of ord. 29, r. 12, is to put both cases on precisely the same footing; for it, in effect, provides that default in reply shall operate as an admission of all statements of fact in the defence, and that the pleadings shall be deemed to be closed on the expiration of the time limited for reply. Therefore, in each case the pleadings were closed, and the admissions on the pleadings showed no case for relief against the defendant; but it was clear that if the action went to trial, judgment must be in his favour. Surely, in such a case, it could scarcely be doubted that if the defendant, by notice of motion, "claimed such relief" as the dismissal of the action, he would only be applying "for such order as he may, upon the admissions of fact in the pleadings, be entitled to," and would, therefore, be strictly within the letter as well as the spirit of ord. 40, r. 11? But in *Litton* v. *Litton* it was expressly decided that "a defendant seeking to dismiss an action in this manner is not a party applying for relief within the meaning of that rule," and it was held that he must proceed under ord. 36, r. 4, or ord. 36, r. 4a, which, in effect, provide that he must wait for six weeks, and then either set down the action for trial (if the plaintiff fails to do so), or move to dismiss for want of prosecution. That a defendant whose right to judgment on the admitted facts is not clear must avail himself of one of these provisions we should not dispute; but, in spite of the decision in *Litton* v. *Litton*, we have always entertained a strong opinion that, although a defendant whose case is clear on the merits may, if he pleases, proceed under ord. 36, r. 4, or 4a, he ought not to be precluded by a narrow and rigid construction of the word "relief" from availing himself of the simpler and speedier procedure under ord. 40, r. 11; and we welcome *Pascoe* v. *Richards* as a decision in accordance with the spirit of the Rules of Court.

WE HAVE OFTEN had to complain of the delays in printing Bills and Acts of Parliament and parliamentary papers, and we turned with some interest to the first report to the Lords of the Treasury of the Controller of the Stationery Office, which has just been published. The report discloses many weak points in the present printing and publishing arrangements of the Government. The magnitude of the transactions of the office is shown by the vote which, "in spite of large economies effected by recent contracts," amounted to nearly £460,000 for 1880-81. The main heads are three: "Printing for Public Departments," "Parliamentary Printing," and "Printing of Acts of Parliament." The contracts for the first were given in 1877 to Messrs. EYRE & SPOTTISWOODE, "after competition," and expire in 1884. The contracts for the second are divided between Messrs. EYRE & SPOTTISWOODE and Messrs. HANSARD, and expire partly in 1884, and partly in 1886. It is noteworthy that the terms of Messrs. HANSARD's contract for printing House of Commons Papers—Bills appear to be printed by Messrs. EYRE & SPOTTISWOODE—are about twenty-six per cent. in excess of those admitted for "book-work" for public departments. It is curious that House of Lords papers should be intrusted to other contractors—Messrs. EYRE & SPOTTISWOODE (who print the Bills)—and that yet others—Messrs. NICHOLLS—should have the turning out of "Votes and Proceedings," and we are not surprised to find a suggestion by the controller that "the employment of a common printer would perhaps be found not without economical advantages," especially as each member of the House of Commons received through the last Parliament, "according to a moderate calculation," parliamentary papers amounting to "about a ton of printed matter." Turning to Acts of Parliament, we read that the whole question of their production and distribution "is one to which your lordships' early attention might, with advantage, be directed." It seems that the responsibility for the arrangements is apparently—"*so far as it can be brought home to any department*, divided between your lordships, the House of Commons, the Secretary of State for the Home Department, and the Controller of the Stationery Office." By "arrangements" here is meant, we suppose, the supplying of the "copy," and the fixing of the time for publication, for we read afterwards that, "by arrangements terminable at your lordships' pleasure," all Acts of Parliament are edited and printed by Messrs. EYRE & SPOTTISWOODE as private

property, so that any other printer may take over the general contract to print the statutes. The chief complaint which lawyers have to make in the matter is of the delay which frequently occurs in publication. An Act of Parliament ought to be accessible to all her Majesty's subjects at the earliest possible moment after it has become law. It is well known that inexcusable delays frequently occur, but to which of the four great bodies, amongst whom "the responsibility for the arrangements" is divided, these delays are to be attributed is perhaps more than even Mr. PIGOTT could tell us.

WE REPORT elsewhere a Scotch case in which the question was raised whether section 6 of the Ground Game Act, 1880, prohibiting the employment of spring traps, except in rabbit holes, applies to the case of the tenant of a farm having a right to kill rabbits under a tenancy in existence at the time when the Act came into operation. In other words is the provision of section 6 applicable to all tenants? We should have thought that the words of the section, "No person having a right of killing ground game under this Act *or otherwise* shall use any firearms, &c., . . . and no *such* person shall, for the purpose of killing ground game, employ spring traps, except in rabbit holes," were sufficiently clear on this point. The section is intended to restrict the destruction both of winged and ground game, and obviously applies to all persons having a right to kill ground game. So it was held in the Scotch case.

THE INTERNATIONAL COURT OF APPEAL in Egypt, of which Mr. JOHN SCOTT, the English delegate, has just been appointed vice-president, is probably the most unique and polyglot court in the world. England, Egypt, France, Germany, Italy, Austria, Russia, and the United States of America all send delegates; and while the law and procedure are French, the languages allowed to be used in court are French, Italian, and Arabic.

A solicitor writes to ask when the authorities intend to re-open the gates leading from Carey-street to the Royal Courts of Justice. These gates, he points out, were closed in August last, when certain excavations were being made with the object of making a lavatory under the steps. These buildings were completed in December last, and our correspondent states that much inconvenience and waste of time arises in consequence of the gates still being kept closed.

The following petition has been presented in the House of Commons by Mr. Gregory: — "To the Honourable Commons of the United Kingdom of Great Britain and Ireland in Parliament assembled: The humble petition of the Incorporated Law Society of the United Kingdom showeth,—That your petitioners regard with satisfaction a proposal which is now under discussion in Parliament to abolish the offices of the Lord Chief Justice of the Common Pleas and the Lord Chief Baron of the Exchequer. Your petitioners desire to express their opinion in favour of the abolition of the offices referred to, tending as it does to consolidate the various divisions on the common law side of the High Court of Justice into one division, thereby placing the whole under one presidency, which your petitioners consider to be in conformity with the object and intention of the Legislature in passing the Judicature Acts. Your petitioners hereby humbly pray your honourable House to take such steps as may be necessary for carrying into effect the proposal above referred to." "The common seal of the Incorporated Law Society was affixed hereto in my presence, E. W. WILLIAMSON, Secretary."

ADMINISTRATION OF FOREIGN ASSETS.

AN interesting question was decided by Mr. Justice FRY in the recent case of *Eames* v. *Hacon* (29 W. R. 259). Although the distribution of the personal estate of a deceased person is to be regulated by the law of the country in which he was domiciled at the time of his death, yet the administration of such estate is, to a certain extent, in the country in which possession of it is taken and held by lawful authority. The assets in any particular jurisdiction are liable to pay the debts of the deceased contracted there, and the creditors may maintain an action for such debts against the local administrator (*Chambers* v. *Bicknell*, 2 Hare, 536). To this extent it is incorrect to say, as Lord Westbury is reported to have said, in *Enobin* v. *Wylie* (10 W. R. 467, 10 H. L. C. 1), that "the administration of the personal estate of a deceased person belongs to the court of the country where the deceased was domiciled at his death."

But to what extent do the powers of the local administrator go? Who is entitled to receive, and give a receipt for, the net residue of the personal estate of the deceased in any country — the legal personal representative constituted by the *forum* of the domicile of the deceased, or the local administrator? The observations of Lord Westbury in the case above mentioned indicate the answer to these questions. He said that the court of the domicile is the *forum concursus* to which the legatees under the will of a testator, or the persons entitled to the estate of an intestate are required to resort, and he pointed out that "confusion must arise if, when a testator dies domiciled in one country, the courts of every other country in which he has personal property should assume the right, first of declaring who is the personal representative, and next of interpreting the will and distributing the personal estate situate within its jurisdiction according to that interpretation. An Englishman dying domiciled in London may have personal property in France, Spain, New York, Belgium, and Russia, and if the course pursued by the Court of Probate and the Court of Chancery in the present case should be adopted by the courts of those several countries, there might be as many different personal representatives of the deceased, and as many varying interpretations of his will, as there were countries in which he was possessed of personal property. . . . It is unnecessary to dwell on the evils which would result from the conflict of jurisdiction. It was to prevent them that the law of the domicil was introduced and adopted by civilized nations. I am, therefore, of opinion that the [Russian] executors might have excepted to the jurisdiction of the Court of Chancery as a court of construction and administration; they might have insisted that it was the duty of the court to hand over to the executors the clear English personal estate, and to remit the next of kin to the court of the domicil of the testator." But in that case the executors were held to have renounced their rights by submitting to the jurisdiction of the Court of Chancery, and we are not aware that the point has been definitely decided before the recent case.

In *Eames* v. *Hacon* the deceased was assumed to be domiciled in Ireland, and letters of administration were granted there to his widow. He was possessed of personal property in India, and the Irish administratrix executed a power of attorney authorizing a firm in India to take out letters of administration there. These were taken out. The firm administered the Indian property, ascertained the net residue, and remitted it to their agents in London with instructions to pay it to the person entitled. The London agents declined to pay it to the Irish executrix, on the ground that they were liable to the next of kin of the intestate, and that her receipt would not discharge them from this liability. The Irish executrix sued the

agents for the balance, and Mr. Justice Fry held that she was entitled to recover it, on the ground that the legal personal representative constituted by the *forum* of the domicile of the deceased is entitled to receive the moneys belonging to the personal estate of the testator which represent the clear net receipts obtained in any country wherever it may be, and through the intervention of any letters of administration wheresoever granted.

THE MANCHESTER TRIBUNAL.

The Manchester Chamber of Commerce has finally resolved to try the experiment of establishing a tribunal of commerce. The putative father of the proposal, Mr. Slagg, M.P., does not, if one may judge from his speech in moving the resolution constituting the tribunal, seem very hopeful of the immediate success of the experiment. "If," he said, "they floundered about somewhat at first, and judgments of a conflicting nature were given, not reconcileable with the most scientific law of the age, yet they might, he hoped, in time become so important, and aggregate such an amount of business, that a legally trained judge might be appointed." So it appears the best hopes of the founder of the new system are that it may ultimately lead to the old. The Tribunal of Commerce is to end by becoming a second-rate county court.

We learn, however, from the discussion which took place on the proposal, what it is that the promoters aim at in their scheme. In the first place, Mr. Slagg, apparently with reference to some remarks which appeared in the columns of this journal some weeks ago, said:—"They were told by objectors that there would be an absence of that quality of legal training which was considered by some so important an element in the settlement of disputes. He should say that one of the chief objects of the scheme was to get rid of that legal training as much as possible, and the less they had of it, he thought, the better." Why, then, look forward with such hope to the day when the "legally trained judge" might be appointed? If we ask why legal training is objectionable in commercial judges, we fail to meet with any attempt at an answer: the net result of Mr. Slagg's speech is this:—legal proceedings, as at present conducted, are expensive and tedious; let us do away with the whole of them. So be it; but will not the machinery of a tribunal of commerce, with its "registrar," its "arbitrators," its rules of procedure, its precedents, its assessors and experts, also be expensive and tedious? Precedents, says Mr. Slagg, will be gradually accumulated for the guidance of the arbitrators; these must be searched for, and examined by, or on behalf of, the litigants. Rules of procedure, "even down to the most minute points," will, says Mr. Slagg, be made; these will have to be carefully considered by, or on behalf of, the litigants. Will John Jones, merchant, of Manchester, take it upon himself to search the precedents, and construe the "minute" rules of procedure? Being a busy man, unaccustomed to searching precedents, we trow he will not. Will he then rush into the tribunal without having had the precedents searched and the "minute" rules examined. Being a shrewd man who wishes to win his cause, we trow he will not. Will the arbitrators act gratuitously? Will they sacrifice all business engagements to fulfil their duties at the Tribunal? We imagine they will not. Well, then, here is expense and delay for John Jones, even in this new-fangled legal cure-all. If the Chamber of Commerce want to be rid of expense and delay, the only plan is to constitute their porter the tribunal, and provide that he shall decide all cases by the method taught by the light of nature from the earliest times—namely, by first balancing on his thumb and forefinger a coin of the realm, and after presenting to the litigants the option of "heads" or "tails," tossing the coin in the air, and deciding the case according to the result.

But it is not merely legal training that the promoters of the tribunal wish to be rid of; they are also desirous to avoid what Mr. Slagg called "another Charybdis—that was, they might fall into the hands of solicitors in a manner that would be very burdensome to them." "Solicitors," he continued, "he had no doubt, meant well, but what he complained of was the outcome of a bad system for which they were not responsible. He maintained that the manner in which their charges were made and imposed on the public was a perfect scandal to our civilization." Mr. Slagg would probably be surprised to learn that the solicitors are perhaps more dissatisfied than any other class with the system on which their charges are compelled to be made, and since he is a legislator, a bill may probably come under his consideration by which that system, as to a large branch of those charges, will be wholly changed. Possibly it might be more rational to join in the attempt to improve the system of charges than to attempt to dispense with solicitors, but the latter course is quite in keeping with the idea which is at the basis of this tribunal of commerce. There are evils and abuses in our legal system, therefore let it be swept away; this is the doctrine of the Manchester prophets. Just as reasonable would it have been to contend before the Reform Bill, that because the system of representation was full of abuses, we ought, therefore, to sweep away the House of Commons.

In truth a tribunal of commerce from which lawyers are excluded is a chimera, and we are astonished that sensible and shrewd business men can pledge the credit of a chamber of commerce to the task of attempting to establish such an institution. The probable result of such an attempt will be, as a facetious speaker at the recent meeting expressed it, "to create in the chamber a pandemonium of assessors, experts, and other nuisances."

REGISTRATION OF TRADE-MARKS IN COLOUR.

II.

The cases on the present subject are not very numerous as yet, though it is to be anticipated that they will soon be multiplied; but they do serve to afford some indications as to the working of the present system. In the first place we may refer to *In re Orr Ewing* (26 W. R. 259, L. R. 8 Ch. D. 794), in which a point was raised before the Vice-Chancellor which turned on colour, but which a simple explanation prevented from reaching the higher courts. Among the marks to which the Committee of Experts objected, as wanting in distinctiveness, was an oval mark, which they treated as being a mere blotch, but the objection had to be at once withdrawn on its being explained that in practice this blotch was always gilded so as to represent a golden egg. Thus we have here an instance of litigation occasioned by the restrictions in respect of colour. But on other points the case went up to the Court of Appeal and the House of Lords, and by reference to the reports of this case (26 W. R. 777, L. R. 8 Ch. D. 794, L. R. 4 App. Cas. 479), as well as to those of *Orr Ewing* v. *Johnston* (27 W. R. 575, 28 *Ib.* 330, L. R. 13 Ch. D. 434), it will be readily understood that much assistance would have been rendered to the court if the marks had been registered in their colours, as the common use of a green colour for the triangular labels affected by the yarn trade would have been at once apparent. Then we come to the case of *Nuthall* v. *Vining* (28 W. R. 330), in which the Court of Appeal is reported to have laid down that colour would not be regarded in questions of infringement of trade-marks registered in black and white. The report does not pretend to give the judgment in detail, and it seems rather doubtful whether any such sweeping assertion was made, especially having regard to the decision in *In re Worthington* (28 W. R. 747, L. R. 14

Ch. D. 8); but at all events it seems clear enough that an additional obstacle was thrown in the way of a tradesman, who was not unreasonably complaining of the use of a label similar in many respects to his own, by the restrictions as to registration in colour.

The case of *In re Worthington* (28 W. R. 747, L. R. 14 Ch. D. 8) was a registration case, and here the next point came up for decision whether registration should be allowed to a mark which might be rendered extremely similar to one already registered by the application of colour, on the ground that there was sufficient distinction between the two in black and white, or whether it should be refused to a mark which, as advertised in black and white, was sufficiently distinctive, on the ground that a similarity might be produced by the addition of colour, a matter to which no allusion was to be found in the rules. Cotton, L.J., taking what is perhaps the more logical view, thought that the former alternative was to be preferred, and that the mark should be admitted to registration, leaving any subsequent production of similarity by the application of colour to be dealt with at a later date as a matter of fraud; but the majority of the court, affirming the decision of the Master of the Rolls, took the course which was possibly less logical, but was certainly more in the interest of traders, of refusing the registration. James, L.J., said, "It appears to me that the intention of the Legislature was to prevent a person having a trade-mark from being liable to be injured by another trade-mark, which might be used to imitate his, or be passed off as his. Now the proposed trade-mark of Messrs. Worthington, no doubt, as it stands in black and white, seems to be very substantially different from that of Messrs. Bass & Co. But then, I think, we must look at this, that the Trade-Marks Act says nothing about the colour, and the appellants might use exactly the same colour upon their trade-mark which Messrs. Bass have used upon theirs; that is to say, each of the marks might be a mass of red, on one of which masses of red there would be a design of a church. Of what colour that design of a church might be, I do not know; it might be red of the same shade or a different red; but there might be a mass of red with a design on it which would be, with that difference, the same as Bass's triangular mass of red." And Brett, L.J., going still farther into the question of principle, said, "It is obvious that there is nothing in the statute to prevent the trade-mark which is registered from being used in any colour. Therefore it seems to me that the proper construction is that where a trade-mark is registered, it is not merely the outline or design as printed in the advertisement in black, or black and white, which is to be protected, but that which is to be protected is the trade-mark as it may be used or will be used in the ordinary course of trade—that is, in any colour. That being so, it seems to me that the proper test is this: assume both trade-marks to to be registered, and let it be supposed that each person registering is ignorant of the other's trade-mark, would any fair use of the second be calculated to deceive? I quite agree that we ought not to take into consideration an obliteration or a fraudulent alteration of the second design. The question is whether any fair use of the second would be calculated to deceive. Now, if the first may be used in any colour, so also the second, if registered, may be used in any colour, and supposing the parties to be ignorant of each other's marks, they might both with a perfectly fair intention use them of the same colour. The question would then be whether, supposing them both to be registered, and supposing them both to be fairly used with the same colour, would the second be calculated to deceive any person who only used ordinary observation? That brings us to a matter of fact to be considered in each particular case." From this decision it follows that, though colour is not to be registered in connection with a mark, it is nevertheless to be treated in registration cases as forming a potential element, and a not unimportant element, in a registered mark—a scarcely logical position.

Then we come to the case of *Mitchell* v. *Henry* (L. R. 15 Ch. D. 181), in which a trade-mark for worsted stuff was registered by deposit. The description of the mark in the *Trade-Marks Journal* was: "A white selvage on each side of the piece, having a red and white mottled thread interwoven the full length of the selvage, between the edge of the piece and the edge of the selvage." The deposited specimen of the plaintiffs' goods, showing their mark, was undyed, and in that condition it presented a light gray appearance with a white border, a red and white line running through the border. In practice the goods were dyed before being exposed for sale, and in that condition the goods appeared to be black, the selvage rather lighter than the rest of the piece, and the red and white thread had become dingy, but was still perfectly distinguishable. The defendants used a mottled thread of three colours, but when their goods were dyed they were scarcely distinguishable from the plaintiffs', except that their thread was differently placed, and their selvage was somewhat lighter. The Master of the Rolls held that the selvage of the plaintiffs' goods, as used by them, was not white, as described in the advertisement; that the three colours of the defendants' thread differed sufficiently from the two colours of the plaintiffs' thread; and that the different position of the thread supplied another sufficient distinction. On all these grounds he decided, on motion, in favour of the defendants. The Court of Appeal, however, took the contrary view, holding that the question as to the whiteness of the selvage was to be decided by the understanding of the trade, and that the other questions were also to be decided on the evidence of experts, and that the motion must stand till the hearing. Thus, even when a trade-mark is registered in colour, the actual appearance of the goods is not necessarily conclusive of the trade-mark proprietor's rights. So that, at all events with regard to some classes of trade-marks, not only is the colour of so much consequence as to require registration by deposit, but expert evidence is requisite to explain the effect of that registration.

The last case to which we propose to draw attention is that to which allusion was made at the opening of our first article on this subject, that of *In re Robinson* (29 W. R. 31), before the Master of the Rolls on the 5th of June last. In that case the question had reference to the proposed registration of the representation of a gold coin, called a mohur, for certain cotton goods. Another firm had already registered the representation of a silver rupee, and it was contended that if the rule laid down in *In re Worthington*, that the Trade-Marks Act did not protect colour, was to be applicable in all cases, the mark proposed for registration might deceive, for it might be used without colour or with any colour. The Master of the Rolls, however, pointed out that the two marks, both old ones, being used in respect of cotton goods, both would be registered in their colours by deposit at South Kensington, and he went on to say:—"The only trade-mark which is protected by the Act of Parliament is the registered trade-mark, and where it is a cotton mark which is deposited and advertised, the only trade-mark registered is that of which the representation can be seen at the places mentioned in the advertisement, and no other is ever registered, and the register refers to the deposited trade-mark which remains in the possession of the registrar and can be produced." And he further added:—"That which would have been an infringement of a trade-mark as regards that registered thing before the Act is still an infringement, and nothing else." The Master of the Rolls, therefore, held that the different colours of the two coins constituted an essential difference between them, a difference so important as to outweigh any considerations derived from the similarity of the design, the Oriental character, &c.

These, then, are the facts at which we have arrived. In cases of trade-marks not applied for in respect of cotton goods, and not possessing special characteristics, colour

will be disregarded in registration, and the marks will be advertised and registered in plain black and white. The marks being registered only in black and white, protection will be refused in cases where, on the mere comparison of the registered design with that used by an alleged infringer, differences are found to exist, even though by the adoption of a similar colour those differences are removed to a considerable extent. On the other hand, if application is made for the registration of a somewhat similar design, the possibility of that design being assimilated to the registered one by the use of colour will be taken into consideration adversely to the applicant. When, however, the trade-mark is one used in respect of cotton goods, or one which, for special reasons, it has been decided to register by deposit, the colour will be treated as an integral part of the trade-mark, and registered as such, and it will be necessary for the registered proprietor, in proceeding against infringers, to show that the mark of which he complains is too similar, not to the mere design in the abstract, but to the design as represented in a particular manner and colour, and which manner or colour, it may be, expert assistance may be required to rightly interpret.

This is how the matter stands at present, but it may reasonably be expected that it will not rest here. These refinements appear to be unnecessarily minute and perplexing, and it is difficult to see why, if it is a real advantage for a manufacturer to have the design of his trade-mark protected against use in any colour cotton manufacturers and others, whose trade-marks are registered by deposit, should be limited to protection against use in a particular colour; or why, if it is beneficial to have a trade-mark registered in the form and colour in which it is used in practice, all but cotton manufacturers and some few others should be deprived of that advantage. As the matter is now explained by the Master of the Rolls, it turns out that the whole elimination of colour from registration was the result of some more or less substantial practical difficulties in the way of an efficient system of advertisement; but those difficulties have been got over in the case of the whole important class of cotton marks, and it seems that the extension of the system of registration by deposit could hardly overtax the resources of the Trade-Marks Registry. In several cases of application for registration, especially where the application has had reference to marks to be placed on metal goods, the court has pointed out the importance of testing the question of similarity by a comparison of the marks as they appear in actual use on the metal, and such a comparison would be much facilitated, and the necessity of travelling outside the registered mark removed, if the stamped metal were deposited, instead of a mere paper representation of the mark being advertised and registered. Uniformity in such matters is much to be desired.

REVIEWS.

MARINE INSURANCE.

A Practical Treatise on the Law of Marine Insurance. By Richard Lowndes. Stevens & Sons.

It is no secret that, in the recent case of *Attwood* v. *Sellar* (28 W. R. 604, L. R. 5 Q. B. D. 286), Mr. Lowndes' views of the law were supported by the Court of Appeal against the almost universal practice of average staters. But, notwithstanding that decision, the law of marine insurance is based to so large an extent upon custom, that a treatise on the subject by a gentleman who has made average stating his profession is pretty sure to be of practical value. Mr. Lowndes, who has a wide reputation as an average stater, and whose work on General Average is well known, has just brought out this small volume on Marine Insurance, and in his preface acknowledges his obligations to Mr. Cohen, Q.C., who, he says, "has, in the midst of his laborious occupations, found time to read through the proof-sheets, and to give the author many valuable suggestions and criticisms." The combination of two such authorities as Mr. Lowndes and Mr. Cohen on the subject of marine insurance could hardly fail to produce a work of interest and importance; and the result, we are happy to say, does not fall short of our expectations. It is rarely, indeed, that we have been able to express such unqualified approval of a new legal work. Contrasting favourably in its terseness with other more pretentious text-books, the author's style is at once lucid and exact, whilst he deals with the subject from a thoroughly practical point of view, and at the same time with a logical coherency which leaves nothing to be desired.

We do not pretend in every case to agree with his conclusions. For instance, we doubt whether *Dickenson* v. *Jardine* (16 W. R. 1169, L. R. 3 C. P. 639) is an authority for the whole breadth of the proposition for which it is cited on page 192. Mr. Lowndes is there discussing the subject of general average, and the proposition which he bases upon *Dickenson* v. *Jardine* is that "the loss of property as it exists before distribution—whether it be of cargo jettisoned or otherwise sacrificed, or of a mast cut away, or the like—is recoverable by the owner of the thing sacrificed from his underwriters, just as if it had been destroyed by the winds and waves." Now, in *Dickenson* v. *Jardine* the sacrifice was by jettison, which, as is always the case in a Lloyd's policy, was one of the perils expressly insured against; and all that the court decided was that, the loss being by jettison, the amount was recoverable as a total loss from the underwriters in the first instance, notwithstanding the fact that an indemnity might afterwards be obtained in respect of a portion of the value of the jettisoned goods from the other persons interested in the adventure. The court by no means decided that if the loss had been by a peril not in terms insured against—for example, as in the case of *Stewart* v. *West India and Pacific Steamship Company* (21 W. R. 381, L. R. 8 Q. B. 362), by water poured down a hold to extinguish a fire—such loss would have been directly recoverable in full, in the first instance, from the underwriters. Possibly it might, but *Dickenson* v. *Jardine* does not, in our opinion, decide that it would have been so recoverable. Again, though we have not space to discuss the question, the recent decision in *Greer* v. *Poole* (28 W. R. 582, L. R. 5 Q. B. D. 273) seems to us to be well distinguishable from *Dent* v. *Smith* (L. R. 4 Q. B. 414), though Mr. Lowndes, at p. 214, seems obviously to consider that the latter case is inconsistent with the former.

These, however, are matters of detail. It is indeed refreshing to note the powerful way in which Mr. Lowndes grapples with the decisions, and, instead of noting them up, enunciates and explains the principles upon which they appear to be based. A remarkable instance of this will be found in the discussion, on page 230, of the recent important decision in the *West India Telegraph Company* v. *Home and Colonial Insurance Company* (29 W. R. 92, L. R. 4 Q. B. D. 51), where, for the first time, so far as we are aware, in England, the question was raised and decided as to the liability of underwriters on an ordinary Lloyd's policy for the loss of a vessel caused by the explosion of a ship's boiler, such explosion having been due to the fact that the boiler from age and neglect had become too thin to resist ordinary pressure of steam. On the whole we congratulate Mr. Lowndes on the successful way in which he has treated a difficult subject, and can cordially recommend his treatise to either lawyer or layman who desires to have presented to him an intelligent and intelligible view of the law of marine insurance.

BILLS OF LADING.

A Treatise on the Law of Bills of Lading. By Eugene Leggett, Solicitor and Notary Public. Stevens & Sons.

The present is hardly an opportune moment for the issue of another of those text-books on shipping law with which we have of late been flooded. Mr. Leggett's little volume is an unambitious one, and from his frequent citation of Indian Acts and Indian authorities he seems to have intended it mainly for the assistance of persons practising the legal profession or carrying on trade in India. As an inexpensive handy book for those whose opportunities of consulting more recognized authorities are limited it may be useful, but we fear that we cannot credit the author with unimpeachable accuracy; nor when he commits himself to stating the effect of a decision is his meaning always intelligible. An example of both defects will be found in his exposition on p. 15 of the effect of *Gabarrow* v. *Kreeft* (L. R. 10 Ex. 274). Another objection to the book is the author's inability to resist the temptation to wander into other branches of the law far too wide to be dealt with in a summary manner; the result being sometimes very misleading to the reader unless he has more legal knowledge of his own than is likely to be possessed by those who would consult a work of this kind. Thus, on the question of the liability of an agent who has signed a contract, *Paine* v. *Walker* (18 W. R. 789, L. R. 5 Ex. 172) is cited as an authority without any reference to the later cases of *Gadd* v. *Houghton* (24 W. R. 975, L. R. 1 Ex. D. 357) and *Hough* v. *Manzanos* (27 W. R. 536, L. R. 4 Ex. D. 104), where that decision was discussed, Jamee, L.J., expressing an opinion (in which Pollock, B., afterwards apparently declined to concur) that *Paine* v. *Walker* ought to be overruled. The appendix of forms of bills of lading used in various trades may be found useful.

CORRESPONDENCE.

MORTGAGE OF LAND IN NEW ZEALAND.

[*To the Editor of the Solicitors' Journal.*]

Sir,—If any of your readers who have acted with reference to a mortgage of land in New Zealand can give me any information as to the registration of such mortgage, when the money is borrowed in England, I hall feel obliged. N. Z.

STATUTE OF MORTMAIN.

[*To the Editor of the Solicitors' Journal.*]

Sir,—Can you or any of your readers inform me whether the Statute of Mortmain or *de religiosis*, 7 Edw. 1, which provides that no conveyance can be made to a corporation, except when, under an Act of Will. 3, a licence is obtained from the Crown, applies to the colony of New South Wales?

9 Geo. 2. c. 36, erroneously, as I think, called the Statute of Mortmain, but which is in reality an Act to prevent dispositions of lands by will to charitable uses, has been held by *Whicker* v. *Hume* (7 H. L. Cas. 124) not to apply to the colony in question, notwithstanding 9 Geo. 4, c. 83, s. 24, an Act still in force, and which provides that English law shall prevail in New South Wales unless altered by the Legislative Council of that colony. There is a doubt however, whether 7 Edw. 1 does not still apply, which I cannot solve.

Scottish Club, London, Feb. 3. John Graham.

CASES OF THE WEEK.

Liquidation—General Scheme for Settlement of Debtor's Affairs—Acceptance of Composition—Default in Payment—Rights of Trustee—Surety—Security given by Debtor—Bankruptcy Act, 1869, s. 28.—In a case of *Ex parte Allard*, before the Court of Appeal on the 3rd inst., a question arose as to the rights of the trustee in a liquidation after the creditors had, under the provisions of section 28 of the Bankruptcy Act, 1869, accepted a composition, and the debtor had subsequently made default in payment of the composition. The debtors, who were partners in trade, filed a liquidation petition in January, 1880, and on the 14th of February, the creditors resolved upon a liquidation by arrangement and appointed a trustee. On the 16th of March a meeting of the creditors was held, which had been convened by the trustee under the provisions of section 28, to consider a general scheme for the settlement of the debtors' affairs which had been proposed by them. The creditors resolved to accept an offer of a composition of seven shillings in the pound, to be paid in four equal instalments at three, six, nine, and twelve months respectively from the 23rd of February, 1880, the whole of the instalments to be secured by the promissory notes of the debtors, and £150, part of the fourth instalment, to be secured by the promissory note of one Allard. As a further security for the due payment of the composition, V., one of the debtors, who was going to continue the business alone, agreed to pay the trustee £30 weekly from the 23rd of February, 1880, until he should have paid the whole amount of the composition. In the event of his neglecting to make the weekly payments, or any of them, for ten days after the same should be due, the trustee was to be at liberty to take possession of V.'s stock-in-trade, assets, and effects, and realize the sum for the benefit of the creditors of the debtors. It was resolved that the discharge of the debtors should be granted, the liquidation be closed, and the trustee be released so soon as the trustee should certify to the court in writing that V. had paid him an amount sufficient to pay the composition. This scheme was on the 11th of May approved by the court. V., in the first instance, paid the weekly instalments, and the trustee, by means of them, paid the creditors the first instalment of the composition on the 23rd of May, 1880. Afterwards, V. made default, and on the 9th of August the trustee took possession of his stock-in-trade and effects, intending to sell it, and to collect the book debts, and distribute the proceeds among the creditors. But it then appeared that, on the 3rd of August, the debtors had executed a deed by which they had assigned all the book debts to Allard and another person as a security to the assignees for the repayment of moneys which they had since the 16th of March advanced to V., and which had been applied partly for the purpose of carrying on the business and partly in payment of the first instalment of the composition. The assignment was also given as a security to Allard in respect of his liability upon his promissory note for £150. The deed contained recitals of the liquidation proceedings, and of the scheme of settlement. Upon discovering this deed the trustee applied to the court for an order declaring it void as against him, and Mr. Registrar Pepys made a declaration accordingly, and ordered the assignees to pay over to the trustee all moneys which they had received under the deed. This decision was reversed by the Court of Appeal (James, Brett, and Cotton, L.JJ.), who held that the assignees were entitled to the benefit of the assignment as a security for the advances which they had made to the debtors, but that the deed was not valid as a security to Allard for his liability on his promissory note. The court said that the case was distinguishable on the latter point from *Ex parte Burrell* (24 W. R. 353, L. R. 1 Ch. D. 537), in which a debtor had given security to a person who had become surety for the payment of an ordinary composition. There, as James, L.J., said, the property of the debtor had never vested in a trustee. And on the main point his lordship said that, by the scheme of settlement, an implied authority was given to the debtor to carry on the business in the ordinary way, and to deal with the assets by raising money for the purposes of the business, or for the purpose of paying the composition.—Solicitors, *H. W. Christmas; Phelps, Sidgwick, & Biddle.*

LIQUIDATION PETITION—REGISTRATION OF RESOLUTIONS—DEBTOR'S STATEMENT NOT DISTINGUISHING BETWEEN JOINT AND SEPARATE DEBTS AND ASSETS—BANKRUPTCY RULES, 1870, R. 287.—In a case of *Ex parte Buckley*, before the Court of Appeal on the 3rd inst., a question arose as to the registration of composition resolutions. The debtor described himself in his petition as carrying on business alone, and as having formerly carried on business in partnership with some persons whom he named. His statement of affairs, produced at the meetings of the creditors, appeared on the face of it to be a statement of only separate debts and assets. It did not in any way distinguish between joint and separate debts and assets, and there was nothing to show when the former partnership had come to an end, or whether any of its debts were still unpaid, or any of its assets still outstanding. The creditors resolved to accept a composition, but the registration of the resolutions was opposed by a dissentient creditor, and Mr. Registrar Murray refused to register them, on the ground that the statement of affairs ought to have distinguished between joint and separate debts and assets, thus following the decision of Bacon, C.J., in *Ex parte Cockayne* (21 W. R. 749, L. R. 16 Eq. 218). On the hearing of the application to register, the debtor filed affidavits, which showed that the former partnership had been dissolved as long ago as December, 1873; that all the joint debts had been either paid, or, with the assent of the creditors, converted into separate debts, and that there were no outstanding joint assets; and that ever ever since the dissolution the debtor had carried on business alone. The court (JAMES, BRETT, and COTTON, L.JJ.) affirmed the registrar's decision, on the ground that the only safe course was that the fact whether there were any joint debts or assets should appear on the face of the debtor's statement produced to the creditors, which ought not to be supplemented by affidavits filed after the meetings of the creditors. If, as JAMES, L.J., said, there was nothing to be stated but that the assets of the former partnership were *nil* and the debts *nil*, still this ought to appear in the statement of affairs. Leave was, however, given to the debtor to summon a fresh first meeting of the creditors.—SOLICITORS, *Trinders & Curtis Hayward.*

ADJUDICATION OF BANKRUPTCY—LIQUIDATION RESOLUTIONS AND APPOINTMENT OF LIQUIDATION TRUSTEE BEFORE APPOINTMENT OF BANKRUPTCY TRUSTEE—VESTING OF DEBTOR'S PROPERTY—BANKRUPTCY ACT, 1869, ss. 17, 83 (SUB-SECTION 6), 125—BANKRUPTCY RULES, 1870, R. 266.—In a case of *Ex parte Bennett* before the Court of Appeal on the 3rd inst., a question arose as to the validity of liquidation resolutions which had been passed after an adjudication of bankruptcy had been made against the debtor. On the 7th of May an adjudication of bankruptcy was made against a debtor, upon the petition of a creditor which had been presented on the 20th of March. The debtor had filed a liquidation petition on the 6th of May, and for this reason the registrar, when he made the adjudication, was asked to stay the proceedings under it, but he declined to do so. On the 24th of May, the creditors, at their first meeting under the liquidation petition, resolved upon a liquidation by arrangement, and appointed a trustee. These resolutions were registered on the 4th of June, the registrar considering that, by virtue of the decision of Bacon, C.J., in *Ex parte Davis* (24 W. R. 684, L. R. 2 Ch. D. 231), he was bound to register them. On the 9th of June, at the first meeting of the creditors under the bankruptcy, another person was appointed trustee. The liquidation trustee applied to the court for an injunction to restrain the bankruptcy trustee from taking possession of or dealing with the bankrupt's property; and also for an order staying further proceedings under the bankruptcy and annulling the adjudication. Mr. Registrar Pepys refused the application, and made an order declaring that the bankrupt's property was vested in the bankruptcy trustee, and restraining the liquidation trustee from interfering with the property. This decision was affirmed by the Court of Appeal (JAMES, BRETT, and COTTON, L.JJ.). It was contended on behalf of the liquidation trustee that the case was different from *Ex parte Milward* (29 W. R. 167), because there composition (not liquidation) resolutions had been passed after the debtor had been adjudicated a bankrupt. And it was said that, though, on the making of the adjudication the bankrupt's property vested (by virtue of section 17) in the registrar as trustee, yet on the appointment of the liquidation trustee, the property (by virtue of sub-section 6 of section 83 and section 125) passed from the registrar to him, and when the bankruptcy trustee was afterwards appointed there was no property to vest in him; whereas in the case of composition resolutions no trustee was appointed, and there was nothing to devest the property from the registrar upon the passing of such resolutions after an adjudication. The court (JAMES, BRETT, and COTTON, L.JJ.), however, held that the case could not be distinguished from *Ex parte Milward*. JAMES, L.J., said that the decision in that case did not depend on the fact that the resolutions were for a composition, but on the general ground that, after an ordinary adjudication had been made, the proceedings under it not being stayed, there was nothing upon which proceedings, either for liquidation or for composition, could be founded. BRETT, L.J., said that the case was within the very words used by all the judges who decided *Ex parte Milward*. The two cases were in truth identical. COTTON, L.J., said that the principle of the decision in *Ex parte Milward* was this, that, after an ordinary adjudication had been made (not an adjudication made under rule 266 for the mere purpose of protecting the debtor's assets, pending proceedings for liquidation or composition), the power of the creditors to pass resolutions for either liquidation or composition was gone. The court accordingly dismissed the appeal, and gave costs to both the petitioning creditor and the bankruptcy trustee, who had both been served with notice of the appeal.—SOLICITORS, *H. Aird; Gush & Phillips; Lumley & Lumley.*

PRACTICE—LEAVE TO APPEAL—REPRESENTATIVE ACTION—PERSON NOT NAMED AS DEFENDANT—COSTS.—In a case of *Watson* v. *Cave*, an action brought by the plaintiff on behalf of himself and all the other holders of certain bonds of a foreign Government, except such of them as were named as defendants, to ascertain the rights of the bondholders, an application was made on the 5th inst., to the Court of Appeal, by a bondholder who was not named as a defendant, for leave to appeal from an order made by Jessel, M.R., on the application of the plaintiff, appointing receivers of certain property to which the bondholders claimed to be entitled. The applicant was dissatisfied with the persons who had been appointed receivers, and alleged that the plaintiff did not really represent the interests of the bondholders, and that the action was not brought *bonâ fide* on their behalf. The Court (JAMES, and COTTON, L.JJ.), held that the application was irregular and contrary to the practice. JAMES, L.J., said that if the court were to accede to the motion it would be destroying the representative character of the action. In such actions difficulty was always liable to arise if the plaintiff did not really represent the views of the persons whom he professed to represent. But, if a proper case could be established, an application could be made to the court of first instance to make the applicant a defendant to the action, or to take the conduct of the action away from the plaintiff, on the ground that he did not represent the bondholders generally. This court could not deal with such an application except by way of appeal. COTTON, L.J., said that the case was not like one in which an order had been made binding an estate which was represented by certain persons, and some person who was interested in the estate was absent. Then the court would allow the absent person to come in and appeal from the order. In the present case, the action was a representative one, and the plaintiff sued on behalf of all the other bondholders (except the defendants), not merely on behalf of those who took the same view as himself. An application ought to be made to the court below; not to the Court of Appeal. The application was accordingly refused, with costs to the plaintiff, but with only one set of costs among the defendants who appeared.—SOLICITORS, *Rooks & Co.; Smiles & Co; T. Cave; Markby, Stewart & Co.; James Neal; Harrison, Beal, & Harrison; Batten & Co.; G. & S. Brandon; Travers Smith, & Braithwaite.*

WILL—CONSTRUCTION—WORDS DESCRIPTIVE OF MOTIVE OF GIFT.—In a case of *Farr* v. *Hennis*, before the Court of Appeal on the 9th inst., the question arose whether certain words in a gift by will of an annuity were merely descriptive of the testator's motive in making the gift, or whether they created a trust in favour of other persons. The testator gave to his niece an annuity of eight shillings

a week "towards the support and maintenance of her two children until they shall attain the age of twenty-one years." This was the only provision made by the will for the niece. By a codicil the testator gave some leasehold property to the niece, "to enable her to provide for her children," and referred to his will as "my said will in her favour." One of the children of the niece died, and the other attained twenty-one, and Hall, V.C., held that the words in the gift of the annuity referring to the support and maintenance of the children were merely descriptive of the testator's motive in making the gift, and that they did not cut down the life estate of the niece, and this decision was affirmed by the Court of Appeal (JESSEL, M.R., and JAMES and BRETT, L.JJ.) JESSEL, M.R., said that, standing alone, the words in question might either be only descriptive of the motive of the gift, or create a trust for the children. But the words which the testator had used in the codicil in referring to the will showed that he intended the niece to take the annuity for her life. JAMES, L.J., concurred in this view, and BRETT, L.J., said that he should have been of the same opinion independently of the codicil.—SOLICITORS, *W. W. Brown; A. Rutter.*

LIMITED COMPANY—REGISTRATION—SIMILARITY OF NAME—FRAUD—INJUNCTION—COMPANIES ACT, 1862, s. 20.—In an action of *Hendriks* v. *Montagu*, before the Master of the Rolls on the 4th inst., a motion was made by the plaintiff who sued on behalf of the "Universal Life Assurance Society," which was incorporated by statute in 1836, to restrain the defendants from registering a new company of which they were directors under the name of the "Universe Life Assurance Association (Limited)," or any other name likely to mislead the public into the belief that the defendant company was the plaintiff company. The defendant company had not yet been registered or commenced business, and had only temporary offices. Affidavits were filed on behalf of the plaintiff company stating that, in the opinion of the deponents, if the defendant company were allowed to carry on business under their intended name it would be calculated to injure the plaintiffs. By the 20th section of the Companies Act, 1862, it is provided (*inter alia*) that "no company shall be registered under a name identical with that by which a subsisting company is already registered, or so nearly resembling the same as to be calculated to deceive." The plaintiff company was not registered under the Companies Act, 1862. The plaintiffs during the argument asked for leave to amend by raising a case of fraud against the defendants. JESSEL, M.R., was of opinion that the motion was founded on a slip made in the construction of the 20th section, inasmuch as that section only applied to prevent one company from registering by a name identical or similar to a name by which a company was already registered under the Act. In the present case the plaintiff company was not registered under the Act, and, therefore, the plaintiffs had no *locus standi* under the section. Another equity was attempted to be raised based on the doctrine that the defendants were attempting to appropriate the plaintiffs' business. Whatever right to an injunction the plaintiffs might have hereafter, when the defendants had commenced business, in his opinion, there was no equity to restrain them from registering under the Act, or from carrying on their business under any name they liked, provided it were not done with the fraudulent intent of taking the plaintiffs' business. At present there was no certain evidence before him that such would be the case, for in a case like the present he could not act on mere opinion and it might well be the defendants would carry on their business so as to show they did not intend to appropriate that of the plaintiff company. The whole of the plaintiffs' case was, in effect, based upon the section, and he should not allow them now to raise an entirely new case of fraud against the defendants. The motion must be refused, and the costs would be costs in the action.—SOLICITORS, *Pollock & Co.; W. F. Nokes.*

PRACTICE—ACTION FOR SPECIFIC PERFORMANCE—COMPLICATED ISSUES—MIXED LAW AND FACT—NOTICE OF TRIAL BY JURY—TRIAL BEFORE JUDGE WITHOUT JURY—RULES OF COURT, 1875, ORD. 36, R. 26—DAMAGES.—In a case of *Berp* v. *Duke of Devonshire*, also before the Master of the Rolls, on the 4th inst., the plaintiff had given notice of trial before a jury, and the defendant moved under ord. 36, r. 26, that, notwithstanding the notice, the action might be tried before the judge without a jury. The action was one for the specific performance of a contract for sale and for the construction and maintenance of a road. There was an issue upon the pleadings as to what passed at certain interviews, and whether there had been a waiver of the plaintiffs' rights under the agreement. The defendant had constructed the road, but not at the agreed levels, and the plaintiff asked that he might be ordered to restore and maintain the road according to the contract. JESSEL, M.R., was of opinion that the action was within ord. 36, r. 26, and that it was a case which it was desirable to try before a judge without a jury. It was one of those cases complicated as to its parts, involving mixed questions of law and fact, and difficult questions of law, and which on all three grounds came within his decision in *Budier* v. *Burrell* (L. R. 5 Ch. D. 512), and was therefore unfit for a jury to try. One question of law would be whether the court had jurisdiction to enforce a perpetual covenant to maintain and repair. He did not know of a case where such a covenant had been enforced, but he was, on the contrary, aware of several where it had been refused, and it would be for serious consideration whether damages would not be the right relief. Another issue was raised whether the defendant had not maliciously carried out his works. That would be a question of expert evidence, and as to such evidence being matters of opinion, he thought a judge was better qualified to deal with them than a jury. It had also been argued that the question of damages was one properly for a jury, and no doubt a jury was the only tribunal to settle the amount of sentimental damages, such as in actions for breach of promise, and the like, but where the amount of damages had to be assessed on expert evidence, he thought a judge or referee was the proper tribunal to do so, inasmuch as he could give reasons for his decision, and such damages were capable of being accurately weighed and stated. He therefore acceded to the motion, and directed a trial before himself without a jury, and made the costs costs in the action.—SOLICITORS, *Ullithorne, Currey, & Villiers*, for *Currey, Holland, & Currey; Combe & Wainwright.*

BILL OF SALE—SETTING ASIDE—STRINGENT PROVISIONS—EXPLANATION OF CLAUSES TO GRANTEE—FRAUD.—In a case of *Long* v. *Brown*, before the Master of the Rolls, on the 8th inst., the plaintiff, a spinster, claimed to set aside a bill of sale of certain furniture, executed in February, 1878, on the ground that the same had not been properly explained to her, and on the ground of the stringent provisions therein contained. It was contended that the bill of sale was fraudulent on the face of it in consequence of these provisions. The bill of sale gave the grantee the right to take immediate possession at any time, and continue in possession at the expense of the grantor, and also, in addition to the usual powers of sale by public auction and private contract, a power for the grantee to take the furniture at the valuation of a competent valuer. It was admitted that the plaintiff knew the amount of the loan, and that it was to be secured by a bill of sale of her furniture, and that the amount of the loan was to be repaid in thirty-six monthly instalments. There was a conflict of evidence as to whether the plaintiff knew the terms of all the clauses. The bill of sale used was a lithographed form. JESSEL, M.R., was of opinion that the bill of sale was not fraudulent. He said that, although some of the clauses were very stringent and all in favour of the lender, still he did not see that they were too stringent, having regard to the state of the law at the time when the bill of sale was executed. He was satisfied that the defendant would not have lent the money unless those clauses had been inserted, and he did not think the defendant would have had a good security without them. Even admitting the plaintiff did not know of the existence of the clauses as to taking possession and taking the furniture at a valuation, he did not think that of itself sufficient to set the bill of sale aside, or that these clauses in themselves made the same fraudulent and void. The plaintiff very well understood the material facts of the transaction, and that the defendant could take possession on default by her in payment of the instalments, or in payment of the rent of the house where the furniture was. In his opinion, therefore, the action failed, and must be dismissed with costs.—SOLICITORS, *Richard Davies; W. Maynard.*

PROOF IN BANKRUPTCY — GUARANTEED DEBT — RIGHT OF PROOF AFTER PAYMENT BY SURETY. — In a case

of *Ex parte The National Provincial Bank of England*, before the Chief Judge in Bankruptcy on the 7th inst., a question arose as to the extent of the right of a creditor, who had taken the guarantee of a surety for his debt, to prove in the liquidation of the principal debtor after the surety had paid the creditor the full amount for which he was liable. The debtor and the surety had given to the debtor's bankers a joint and several bond for £1,000, to secure the balance which might be from time to time due from the debtor to the bankers. The bond contained a clause limiting the total liability of the surety to £500; and a proviso that, in case the debtor should become bankrupt or enter into any arrangement with his creditors, any dividends received by the bankers from his estate should not, so far as concerned the surety, go in discharge of his liability, but that the bankers should, notwithstanding, be entitled to recover on the bond against the surety to the full extent of £500, or so much thereof as should, together with the dividends, amount to 20s. in the pound on the debts for which the bond should be a security. The debtor having filed a liquidation petition, the bankers proved in the liquidation for the whole amount due to them from him. Afterwards the surety paid the bankers £500, and the bond was given up to him. He then proved in the liquidation for £500, and the trustee gave the bankers notice that he rejected their proof to the extent of £500. It was contended, on the authority of *The Midland Banking Company* v. *Chambers* (17 W. R. 598, L. R. 4 Ch. 398), that, by virtue of the proviso in the bond, the bankers were entitled to retain their proof for the full amount of their debt. BACON, C.J., held that the trustee was right in reducing the proof. He said that the agreement between the bankers and the surety had nothing to do with the administration of the debtor's estate in bankruptcy. According to the ordinary rule of administration, when the creditor had realized a security, his proof must be reduced by the amount which he had thus received. But this did not affect any right which the creditor might have against the surety in respect of his proof.—SOLICITORS, *Wilde, Berger, & Co.; Jones, Blaxland, & Co.*

SOLICITOR'S LIEN FOR COSTS—DEEDS DEPOSITED WITH SOLICITOR ON BEHALF OF MORTGAGEE—SUBSEQUENT RETAINER OF SOLICITOR BY MORTGAGOR.—In a case of *Ex parte Fuller*, before the Chief Judge in Bankruptcy on the 7th inst., the question arose whether a solicitor was entitled to a lien for costs under the following circumstances:—The solicitor acted for a mortgagee, and on the execution of the mortgage the title deeds of the property were delivered to the solicitor to hold them on behalf of the mortgagee. Afterwards, the deeds being still in the solicitor's custody, the mortgagee instructed him to sell the property for him, and the solicitor then obtained a promise from the mortgagee to concur in the sale. The solicitor made use of the deeds in preparing particulars and conditions of sale. The property was put up for sale, but no bidding came up to the reserved price, and consequently it was not sold. The mortgagor soon afterwards filed a liquidation petition, and the trustee in the liquidation entered into a contract to sell the mortgaged property. The solicitor claimed a lien on the deeds as against the mortgagor's estate, in respect of the costs of the abortive sale, and it was contended that, after the instructions given to him by the mortgagor, he held the deeds, subject to the rights of the mortgagee, for the mortgagor. BACON, C.J., held that there could be no lien. He said that a lien could attach only where there was a lawful possession of the thing on which the lien was claimed. In the present case the solicitor had no rightful possession of the deeds except for the mortgagee. They were the deeds of the mortgagee, and came into the solicitor's hands only for safe custody on his behalf. The solicitor did not hold them in any right of his own; his possession was that of the mortgagee and nothing more. No lien in his favour could attach by virtue of his accidental possession of the deeds.—SOLICITORS, *Torr & Co.; C. Bambridge.*

Lord Justice Lush, at the opening of the Leeds Assizes, announced that he should, at the earliest moment, read through the pleadings in order to ascertain whether any of the causes were unfit for trial by jury, so that in cases where other modes of trial were alone possible the parties might be at once informed of it, and the expense of bringing witnesses to the court be spared them.

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEPYS, acting as Chief Judge.)

Feb. 1.—*Re Gotobed.*

The court has no power to limit the time prescribed by rule 258 for posting the notices to creditors of the first general meeting under a liquidation petition.

But where, through an oversight on the part of the solicitor's clerk, some of such notices have been brought into the office late, the court will allow a new first meeting to be convened.

The debtor presented a petition for liquidation under the 125th and 126th sections of the Bankruptcy Act, 1869, on the 15th of January, 1881, and the first meeting of creditors was appointed to be held on the 29th.

By rule 258 it is provided that notices summoning any first general meeting shall be posted at least fourteen days before the day on which the meeting is to be held.

Some of the notices in this case were brought into the liquidation office on the 15th, and were sent to the creditors on the same day, but, through an oversight on the part of the solicitor's clerk, the remaining notices were not carried in until the 17th. At the first meeting resolutions were passed, there being only one dissenting creditor, accepting a composition of sixpence in the pound, to be secured to the satisfaction of a creditor. On the 31st the resolutions were filed, when the chief clerk took the objection that some of the creditors had received only twelve days' notice of the meeting at which they were passed, and he declined to allow the notices of the second meeting of creditors to go out unless the court ordered it.

Brough, for the debtor, applied in the alternative, either for leave to issue the notices of the second meeting, or to convene a new first meeting of creditors. He referred to rule 284, and to the common practice of extending the time allowed by it for filing the resolutions of creditors.

Mr. REGISTRAR PEPYS was of opinion that the court had no power to limit the time prescribed by rule 258 for giving notices to the creditors of the first meeting. In the present case some of the notices were insufficient, and the resolutions passed by the creditors were informal, and could not be registered. It was useless, therefore, to send out notices for the second meeting, and all he could do, under the circumstances, would be to allow a new first meeting of creditors to be convened.

Solicitor, *Abbott.*

(Before Mr. REGISTRAR HAZLITT, acting as Chief Judge.)

Feb. 4.—*Ex parte Harness, Re Kight.*

The Court of Bankruptcy has no jurisdiction to order the holder of a valid bill of sale, executed by a person who becomes bankrupt, to render an account of the property sold, or to tax the charges in reference thereto.

This was an application on behalf of C. B. Harness, the trustee under the bankruptcy of Walter M. Kight, for an order for the delivery to the applicant of an account of the sale of property comprised in a bill of sale, dated November 2, 1880, given by the bankrupt to one Feast; and also for an account of the charges of Feast (an auctioneer) of the sale of such property, and that such charges be taxed by one of the masters of this court; and for an order that Feast pay over to the applicant such sum as might be found to be due from him to the bankrupt's estate.

It appeared that on the 2nd of November, 1880, W. M. Kight executed a bill of sale comprising his stock-in-trade, fixtures, &c., of the estimated value of £1,500, to Feast, as security for the sum of £115.

On the 4th of November Feast took possession, and on the 23rd he sold the property included in the deed. On the 4th of November Kight was adjudicated a bankrupt. Feast paid to the trustee under the adjudication a sum of £167, and he had been required to furnish an account of what the sale realized, and the expenses, but he had not done so. The trustee stated that Feast had informed him the sale had realized about £500, but he paid over £167 only.

E. C. Willis, for the applicant.

H. Reed, for the respondent.—The court has no jurisdiction to entertain this application. All that appears from the evidence is that a bill of sale was given by a person who became bankrupt to Feast. The validity of that deed is not impugned, either as an act of bankruptcy or a fraudulent preference, or under the Statute of Elizabeth.

The present claim does not arise by reason of the bankruptcy, and the trustee has no higher right than the bankrupt, *Ex parte Brown, Re Yates* (L. R. 11 Ch. D. 148). The court had no jurisdiction whatever to tax the charges of the holder of a bill of sale. *Ex parte Dicken, Re Pollard* (27 W. R. 731, L. R. 8 Ch. D. 884) was a somewhat similar case. He also cited *Ex parte Musgrave* (27 W. R. 372, L. R. 10 Ch. D. 94).

Willis in reply.—The trustee is at all events entitled to an account of the sale of the property.

Mr. Registrar Hazlitt said the case might be a proper one for an account, but he thought *Ex parte Musgrave* applied. That was the decision of a superior court, and was binding upon him. The Court of Bankruptcy had no jurisdiction to entertain the application, and it must be dismissed, with costs.

Solicitor for the trustee, *H. E. Kisby.*
Solicitor for the respondent, *E. Lloyd.*

(Before Mr. Registrar Hazlitt, acting as Chief Judge).

Feb. 4.—*Ex parte Williams and another, Re Payne and Kenneth.*

Trustees under a liquidation allowed to disclaim a debtor's interest in a lease, although they have been been in possession of the property for nearly two years, but the court ordered them to pay rent up to the date of the disclaimer.

This was an application on behalf of the trustees of the separate estate of William Payne, a liquidating debtor, for an order that they might be at liberty to disclaim all their interest in certain premises situate in Lowndes-street.

By an indenture of lease dated the 30th of March, 1861, and made between Joseph Clarkson of the one part, and Edward Owens of the other part, the premises in question were leased to E. Owens for a term of nineteen and a quarter years from Christmas, 1862, at a rental of £200 per year. The premises were, on the 9th of March, 1867, assigned by Owens to William Radermacher, since deceased, and afterwards by an assignment dated October 3, 1876, assigned by Mary Louisa Radermacher and John Radermacher, the executrix and executor of W. Radermacher, to William Payne the elder, and William Payne the debtor, subject to the payment of the rent, and to the covenants and conditions by and in the said indenture reserved and contained, and also subject to an additional rent of £120 for the residue of the term.

By an agreement dated in October, 1872, made between Wm. Payne, sen., and the debtor of the one part, and Elizabeth Sparrow and Ann Pryce of the other part, the upper portion of the premises was let to them for the residue of the term, excepting a few days, at an annual rental of £200. Wm. Payne, sen., died on the 28th of May, 1877, and the debtor had proved the will as one of the executors. The lease formed part of the partnership property of Wm. Payne, sen., and the debtor, and it appeared that by his will W. Payne, sen., bequeathed his moiety in the lease to the debtor.

On the 21st of April, 1879, the debtor, W. Payne, conjointly with T. R. Kenneth, filed a petition for liquidation by arrangement with creditors, and at the first meeting the creditors passed a resolution that the affairs of the debtor, W. Payne, should be liquidated by arrangement, and two trustees were appointed. The lease formed part of the separate estate of the debtor, and it appeared that the trustees had, since their appointment, used the premises, and the lessor alleged that, during that period, the premises had become deteriorated in value, and were now out of repair.

H. Reed, in support of the application, admitted that the trustees had been in possession of the premises, but he contended that the right to disclaim, given by the 23rd section, was not thereby affected.

E. C. Willis, for the lessor.—The trustees have occupied the premises for nearly two years, and the court ought not to sanction a disclaimer after the property has been allowed to deteriorate in value: *Saint* v. *Pilley* (23 W. R. 733, L. R. 10 Eq. 137). The trustees must now be taken to have elected to accept the lease. If a trustee neglects to give notice of the rejection of a proof, he will be taken to have admitted it: *Ex parte Kemp* (42 L. J. Bkcy. 26).

W. A. Pocock, for W. Radermacher's executors, and the sub-tenants. The disclaimer will operate to the injury of the sub-tenants, and the court ought not to exercise its discretion in favour of the trustees. In *Re Wilson* (20 W. R 363, L. R. 13 Eq. 186), a somewhat similar case, Bacon, C.J., refused to allow a trustee to disclaim a lease.

Caldecott, for the personal representatives of W. Payne, senior.

Upjohn, for Owens.—The object of section 23 is to give the trustee a reasonable time to sell or dispose of the lease. In the present case the trustees practically made their election two years ago, and they ought not now to be at liberty to disclaim: rule 28 (of 1871). Assuming that the case fell within section 23, Owens would be in the position of the defendant in *Smyth* v. *North* (20 W. R. 683, L. R. 7 Ex. 242), and would remain liable to the rent. Under the circumstances the court might order a surrender of the lease.

Reed, in reply.—The disclaimer when executed will operate as a surrender: section 23; and it is contrary to the practice to order a surrender. With reference to *Re Wilson* it is stated in Robson's Law of Bankruptcy (3rd ed.), p. 407, "The circumstances of this case were very special, and cannot be regarded as furnishing a precedent of general utility. Indeed, it would be rather difficult to say what would be the legal effect of a disclaimer in the terms of the order." Section 23 was introduced into the present Act to get rid of the difficulties existing under the old law, and a trustee may now disclaim, although he has endeavoured to sell, or had taken possession, or exercised any act of ownership in relation to the property: *Ex parte Davis, Re Sneesum* (L. R. 3 Ch. D. 463). If the respondents suffered any damage by reason of the disclaimer, they might prove as creditors.

Mr. Registrar Hazlitt held that, notwithstanding the occupation of the premises by the trustees, they were now entitled to disclaim in accordance with the terms of section 23. The complication which existed in this case was really the very reason why the trustees desired to disclaim. He thought the trustees were entitled to an order, which would be to disclaim whatever interest they had in the lease, but they must pay the rent up to the date of the disclaimer.

Solicitors for the trustees, *Reed & Lovell.*
Solicitors for the lessor, *Kays & Jones.*
Solicitor for Radermacher's executors, *G. H. Child.*
Solicitors for W. Payne's, sen., representatives, *Thomson & Edwards.*
Solicitors for Owens, *Schultz & Son.*

SHERIFF'S COURT, KIRKCUDBRIGHT.

(Before Sheriff Nicholson.)

Brown v. *Thomson.*

Ground Game Act, s. 6.

The facts of this case are explained in the following note by the sheriff:—

Note.—The prayer of the petition is to have the defender interdicted (1) from preventing the pursuer's gamekeeper, and others having his authority, from entering on the lands occupied by the defender, as farmer, in pursuit of game, and (2) from employing spring traps for the purpose of killing rabbits on the said lands, except in rabbit-holes. The facts on which this application is based are admitted by the defender, and, as regards the first part of the prayer, he expresses his regret that he interfered with the pursuer's gamekeeper and friends in the exercise of their right to enter on the lands in pursuit of game, and does not object to the granting of interdict. But, as regards the second, he pleads that the statutory prohibition of the "Ground Game Act, 1880," founded on by the pursuer, does not control the common law right to kill rabbits possessed by him at the date of the passing of the Act. The prohibition in question is contained in section 6 of the Act, which is in these terms:—"No person having a right of killing ground game under this Act or otherwise shall use any firearms for the purpose of killing ground game between the expiration of the first hour after sunset and the commencement of the last hour before sunrise; and no person shall, for the purpose of killing ground game, employ spring traps except in rabbit holes, nor employ poison; and any person acting in contravention of this section shall, on summary conviction, be liable to a penalty not exceeding two pounds." The defender has a right as tenant of his farm to kill rabbits, and he has exercised it since 1872, when his lease began, without any restriction as to the means used. The above enactment, from and after 7th of September, 1880, prohibited him, and every other person in the United Kingdom, having any right to kill ground game, "to employ spring traps except in

rabbit holes;" and yet he does employ them out of rabbit holes, and insists that the Act of Parliament does not apply to him. It is not for this or any other court to question the wisdom of the Legislature; their duty is to interpret and apply the law. A case of hardship is easy to conceive where the rabbit holes are within plantations which the farmer has no right to enter. But even in such a case the farmer could not be justified in setting the plain terms of the Act of Parliament quite at defiance. It is undeniable, on the other hand, that the setting of spring traps in open ground conduces to the destruction both of winged and ground game; and this consideration is of importance in judging of another of the defender's pleas, to the effect that the Ground Game Act gave the pursuer no more extensive rights than he had under this lease which was entered into before it passed. It is true that it gave him no more extensive rights—it even limited them, as it did those of the defender, by prohibitiug him from taking game in certain ways and at certain times, in regard to which he was quite at liberty before. But it made an enactment—that now in question—plainly meant to prevent the injurious destruction of game by the laying down of traps in places where creatures more valuable than rabbits are certain to go. If that provision be favourable to the interests of the pursuer, the fact that it did not exist when he entered into his lease does not derogate from his right to call for its enforcement as the law of the land. The defender finally states as a ground of resistance that, before the passing of the Act in question, he let his right to trap rabbits from 31st of August, 1880, to 31st of March, 1881. If the person to whom he let that right thinks proper to take steps in due form to prove that the enactment in question had made it impossible for him to exercise his right to any advantage, his claim for damages may be considered. But in the meantime it cannot be entertained in a question between the pursuer and defender.

LAW STUDENTS' JOURNAL.

INCORPORATED LAW SOCIETY.

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Adamson, F. W.
Almond, J. W. R.
Anderson, R. A.
Andrews, C. F.
Andrews, S. R.
Apps, T. R. B.
Archer, Rt.
Armstrong, E. M.
Armstrong, H.
Ayrton, Jno.
Bake, E. O.
Baker, S.
Barratt, J. R.
Bites, T. C.
Batley, A. G.
Beadle, W. S.
Bell, H. H.
Bell, Thos.
Bencraft, W. P.
Bennett, H. F.
Berington, J. C.
Bewley, H. N.
Bill, A. R.
Bliss, G.
Bond, J. T.
Booker, W. T.
Bosson, Jas.
Boughton, H. J.
Bourne, J. B. E.
Bowen, J. H.
Bradley, F. W.
Brightwell, H.
Brocklesby, H. P.
Brokenshire, N.
Brotherton, Jas. R.
Brown, H. F.
Burton, A. O.
Bury, Jno.
Bush, J.
Carlyle, F. J.
Chamberlain, H.
Charlton, T. F.
Clark, J. W.
Claydon, G. S.
Cooke, G. A.
Cooksey, T.
Coxwell, G. S.
Croome, W. C.
Dalton, W. L. T.
Daphne, P.
Davies, Fk.
Davis, Joseph
Debenham, E. P.
Dickinson, J.
Double, A.
Doudney, J. A.
Drew, A. H.
Drew, J. W.
Duke, H. W.
Eade, E. S.
Elliott, E. K.
Evans, D. R.
Fairfax, A.
Fenton, Geo.
Floyd, W.
Forbes, Jno. de B.
Franklin, A. T.
Gee, E.
Gee, L. E.
Gilmore, J. C.
Gray, A.
Greaves, V. R. N.
Hall, M. H.
Harrison, G.
Harrison, W.
Hayward, C. A. G.
Hewgill, C. W.
Hill, Broster
Hill, E. F.
Hobbs, C. G.
Hobrow, F. W. C.
Hodgkinson, A. W.
Hodgkinson, F. E.
Hopkinson, H. L., B.A.
Iarson, J. F.
Jackson, C. E.
Jacomb, R. B., M.A.
Jamblin, F. H.
Johnson, A.
Johnson, D. K.
Johnson, F.
Johnstone, Jno.
Jones, E. T.
Jones, H. C.
Jones, W. A.
Kersey, W. E.
Kershaw, J. F.
Kinneir, H., jun.
King, R.
Kitching, J. S.
Lancaster, R.
Leonard, R.
Leslie, F. J.
Lewis, L. O.
Lewis, W. D.
Lightbody, A. W.
Livesay, W. S.
Lloyd, A.
Lloyd, G. R.
Lochée, W. A.
Lord, Jno.
Louch, E. Q.
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Olding, W. H.
Owen, G. H. M.
Palmer, W.
Parr, T. W.
Pearce, Joseph
Peel, H.
Percival, E.
Perry, J. T.
Petre, S. H.
Potter, R. A.
Preston, W. J.
Pugh, Jas.
Pyman, C. B.
Read, J. F.
Reed, S. H.
Rees, H. M.
Roberts, S.
Romer, C. jun.
Rooke, J. W.
Rooper, F. E.
Ruddock, R. T.
Russ, C. A.
Sadd, W. J.
Sargeant, W. H.
Sayer, W., B.A.
Seller, W.
Sewell, J. T. B.
Shadbolt, L. H.
Sieveking, A. F.
Simpson, C. H.
Slater, A.
Smith, C. A.
Smith, J. C.
Smith, S. S.
Stevens, W. G.
Syrett, A.
Tanner, J. A. C.
Tarn, W. F.
Taylor, G. B.
Thurnall, W.
Thurston, H. P.
Tomkinson, W. C. B.
Underwood, J. J.
Vardon, P. J.
Venn, F. H.
Wales, S.
Walker, A. A.
Watkins, F.
Watson, J. H.
Weaving, E. G.
Whinney, C. T.
Wilkes, R. M.
Williams, T., jun.
Williams, W. M.
Wilson, F. H. O.
Wilson, H. F., B.A.
Winser, H. A.
Witchell, P.
Wood, H. J.
Wotton, E.
Woulfe, R. T.
Wright, J. K., jun., LL.B.

LAW STUDENTS' DEBATING SOCIETY.

Tuesday, February 8, 1881.—Mr. Bower in the chair.—Mr. P. T. Rhys and Mr. J. E. Fox were elected members. The following question was discussed:—"A married woman, having a life estate in property settled to her separate use with remainder as she shall by deed or will appoint, dies without having exercised her power. Is the property liable to satisfy a sum of money due on a bond given by the married woman?" The debate was opened by Mr. J. W. Evans in the affirmative, and was continued by Mr. Heppell in the negative. The following members also addressed the society:—Messrs. Gregson, R. Mossop, Bartlett, Kirk, and Sargeant on the affirmative side, and Messrs. Green, Woodhouse, Claremont, and H. Mossop on the negative. The opener having replied, the president summed up, and the question, on being put to the meeting, was decided in the negative by a majority of five votes. The subject for discussion on the 15th inst. will be, "Is the Government Bill with regard to corrupt practices at elections satisfactory?"

UNITED LAW STUDENTS' SOCIETY.

A meeting of this society was held at the Law Institution, Chancery-lane, on Monday, February 7, Mr. A. D

Maclaren in the chair. The moot, "Was the case of *Angus* v. *Dalton* rightly decided?" (L. R. 4 Q. B. D. 192, 40 L. J. N. S. 615, 48 L. J. N. S.) was opened by Mr. Wade in the negative, and he was supported by Mr. Jenks and opposed by Messrs. Rosher and Shera. The opener replied, and after the chairman had summed up, the question was, upon a division, decided in the affirmative by the casting vote.

The usual weekly meeting was held at Clement's-inn on Wednesday, the 9th inst., Mr. F. O. Edlin in the chair. The subject of debate, "That the conduct of the Home Rule party has rendered indispensable the adoption of a measure restricting liberty of debate in the House of Commons," was opened by Mr. Parsons, who was supported by Messrs. Dowson, Warburton, Symes, Brown, Le Breton, Harvey, Shera, Perkins, and Newman, and opposed by Messrs. Trotter, Hutton, Tillotson, and Maclaren. The opener replied, and upon a division the motion was carried by a large majority.

On Wednesday, February 16, the inaugural meeting will be held, at which Mr. McIntyre, Q.C., M.P., will take the chair, and a debate will then be held on the subject "That our land laws require remodelling for the purpose of restraining the accumulation of landed property in the hands of the few."

LORD JUSTICE BRAMWELL ON JUDICATURE REFORM.

UNDER the signature "B." Lord Justice Bramwell writes to the *Times*:—

I cannot agree with Mr. Justice Stephen's opinions as expressed in the article in the *Nineteenth Century* on the Judicature Act. They seem to me beside the questions to be considered. He objects to the present Court of Appeal, and would re-establish the Exchequer Chamber, as I think. Be it so. I never saw anything very bad in that court or the principle of it. But it is not the question or one of the questions whether what he proposes should be done. Then he objects to what he calls the "one-judge system." That also is not now a question. It is established by the law of the land. But, says the learned judge, the changes proposed are "isolated changes, the effect of which can hardly be estimated unless a full statement is given of the scheme of which they are to form part." But a full statement is given. We know entirely what is the scheme of which they will be part. To use his own simile, we have a plan of the entire building of which this part, when repaired, is to be part. His argument is as though you could not repair one wing of a building without pulling the whole down and re-building. I will not be tempted to discuss the "one-judge system" at length. It is the law, and we must act on that while it so continues. But I wholly approve it. As far as cases before judge and jury are concerned, it is old. The statement that it will "subordinate the judges of the common law division to the Court of Appeal and make them mere commissioners to take evidence" is, in my opinion, wholly unfounded. Indeed, it is to me unintelligible, and, were it possible, I should say proceeded from a jealousy of that court. Where the case is not a jury case, but one for the judge only, there should be but one judge at common law, unless there should be more in chancery, and that no one contends for. But, I repeat, we must deal with the law as we find it.

I now address myself to what are the questions. They are two:—First, shall the three common law divisions (as they are called for preciseness) be made into one? To this Mr. Justice Stephen does not object much, if at all. He doubts if three divisions of five men each could not more easily arrange what each five should do than one division of fifteen what that division should do. Very likely. But the three divisions would not only have each to agree within itself, but each to arrange with the two others; and it is to me manifest that the fifteen could arrange better if not first divided into three parts. But, as Mr. Justice Stephen says nothing much, if anything, against this proposal, I will say no more about it.

He does object more, though, to the abolition of the offices of the two chiefs. He says the money is of no consequence. I agree, though it may be observed it would nearly pay for another judge—quite if the salary of the Master of the Rolls is reduced. He says that even if the divisions are abolished names could be found for the two; and, following an argument which appears a favourite one now-a-days, he says, Why, if other officers have wrong names, should not judges, and a person be called Chief Baron though there are no barons? There is nothing in a name, certainly. If the thing were desirable, a reasonable name could be found—viz., as suggested by Mr. Justice Stephen, first vice-president, second vice-president. But I now come to the substance of the objection, which is remarkable. He says, as I understand him, there is a class of barristers who are great advocates—I suppose he means before a jury. These men get into Parliament and in time become Solicitor-General, and Attorney-General, and eventually Chief Justice or Master of the Rolls. He leaves out the Chancellorship. These men, says he, would not be tempted to leave the bar to be puisne judges, nor even to be Lords of Appeal, or Lords Justices. For which latter offices, indeed, says he, their fitness may be doubted. The consequence is the greatest advocates would cease to be judges, to the great disparagement of the bench. Moreover, the most important cases are tried before judges; men's lives are at stake, public attention is fixed on such cases, and you adopt a system which prevents the fittest men from trying them! Wonderful! This is an argument which, if good for anything, is good for having, not three, but fifteen Chief Justices. Surely Mr. Justice Stephen forgets that the puisne judges try these remarkable cases as much or nearly as much as the chiefs. On circuit fourteen judges go, only two of whom were chiefs, so that six-sevenths of the cases, great and small, are tried on circuit by the puisnes. So in London. The chiefs never go to the Old Bailey. I can only remember three or four occasions in the last twenty-five years. There have been others when it suited a chief to go, or when he had to go the North Wales or Norfolk Circuit, and it fell to him to go. So of the cases at Westminster and Guildhall, they are tried almost indifferently by chiefs and puisnes. Chief Justice Cockburn, indeed, who liked a page of the *Times* daily devoted to him and his performances, picked out of the general lists cases which would afford him that gratification, but no other chief ever did. There really seems to me no foundation for this argument. The first year I was a judge I was sent on circuit to try a murder which lasted four days. No chief volunteered to go. I always went to the Old Bailey whatever the cases were. No chief, though on the *rota*, did. The same is true of other judges. But it is not true that we should not get such men as Mr. Justice Stephen mentions to be judges. When they found they could neither be Chancellor nor Chief Justice, and were not made Lords of Appeal nor Lords Justices, because "the public interest did not require men of that class to be placed there," they would quietly take their seats as puisne judges after they had saved a good sum of money by their large practice. There are many things I should like to notice in Mr. Justice Stephen's article, some to agree with and some to dissent from, but they are beside the questions to be discussed, and I refrain. I entirely agree that appeals are allowed where they ought not to be. I am surprised at the objection (page 79) "that two judges may overrule four;" of course, so it always must be. In the Lords two may overrule seven. I am the more convinced the changes proposed should be made in that such a man as Mr. Justice Stephen can say so little against them.

LEGAL APPOINTMENTS.

Mr. JAMES ALLON TUCKER, solicitor, of Bath and Calne, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. HENRY FOX BRISTOWE, Q.C., has been appointed Vice-Chancellor of the County Palatine of Lancaster, in succession to the late Mr. George Little, Q.C. Mr. Bristowe is the second son of the late Mr. Samuel Ellis Bristowe, of Beesthorpe Hall, Nottinghamshire, and was born in 1824. He was called to the bar at the Middle Temple in Trinity Term, 1847. He practised for many years as an equity draftsman and conveyancer, and was for several years one of the editors of the WEEKLY REPORTER. He became a Queen's Counsel in 1869, and has since practised in the court of Vice-Chancellor Malins. Mr. Bristowe is a bencher of the Middle Temple.

Mr. EDWARD HENRY BIGGIN, solicitor, of 61, Chancery-lane, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. WILLIAM BANTOFT, jun., solicitor (of the firm of Birkett & Bantoft), of Ipswich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. FREDERICK DUTTON, solicitor, of 3, Drapers-gardens, Throgmorton-street, London, has been appointed a Commissioner to take Acknowledgments of Married Women for the Colonies of Queensland, New South Wales, and New Zealand, and also a Commissioner to take Affidavits in the Supreme Courts of the Colonies of Queensland, New South Wales, Victoria, New Zealand, and Tasmania. Mr. Dutton has also been appointed a Justice of the Peace for the Province of South Australia.

Mr. PATRICK FRASER, LL.D., Q.C., has been appointed a Judge of the Court of Session in Scotland, in succession to the late Lord Ormidale. The new judge was called to the bar in Scotland in 1843, and he was appointed sheriff of Renfrewshire in 1862. He has been for several years dean of the Faculty of Advocates, and he was last year appointed a Queen's Counsel for Scotland. He is the author of a treatise on "The Law of Personal and Domestic Relations."

Mr. H. L. W. GODWIN, solicitor, of 64, Moorgate-street and New Southgate (of the firm of H. S. Harris & Godwin), has been appointed Solicitor to the School Board for Edmonton. Mr. Godwin was admitted in Hilary Term, 1868.

Mr. HENRY GRIFFITH has been elected Treasurer of the Honourable Society of Gray's-inn for the ensuing year.

Mr. RICHARD CLARENCE HALSE, solicitor, of 61, Cheapside, has been elected Chairman of the Law and City Courts Committee in the Common Council. Mr. Halse was admitted a solicitor in 1860, and he is a common councilman for Cheap Ward.

Mr. RICHARD HART, solicitor, of Folkestone, has been appointed a Magistrate for that borough. Mr. Hart was admitted a solicitor in 1829. He is vestry clerk of Folkestone parish, and clerk to the Folkestone Burial Board, and was for several years clerk to the borough magistrates.

Mr. MARK SHEPHARD, solicitor, of 27, College-street, College-hill, has been elected Chairman of the Epping Forest Committee in the Common Council. Mr. Shephard was admitted a solicitor in 1840, and he is deputy for Vintry Ward.

Mr. CHARLES ALFRED WOOLLEY, solicitor (of the firm of Hill, Fitzhugh, Woolley, & Griffith), of Brighton, has been elected Town Clerk of Hove, in succession to Mr. William Packwood, deceased. Mr. Woolley was admitted a solicitor in 1856.

DISSOLUTION OF PARTNERSHIP.

WILLIAM HENRY BROOK and PERCY DAVIES, Warrington, solicitors. Jan. 31. [*Gazette*, Jan. 8, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

EDISON TELEPHONE COMPANY OF LONDON, LIMITED.—The M.R. has fixed Feb 12 at 11 at his chambers for the appointment of an official liquidator

ELDORADO GOLD MINING COMPANY, LIMITED.—Petition for winding up presented Jan 8 directed to be heard before the M.R. on Feb 19. Randall and Angier, Gray's inn pl, solicitors, petitioners in person

ENGLISH YEAST COMPANY, LIMITED.—The V.C.M. has fixed Feb 15 at 12 at his chambers for the appointment of an official liquidator

GENERAL FIREWOOD COMPANY, LIMITED.—The V.C.H. has fixed Feb 14 at 12 at his chambers for the appointment of an official liquidator

HOPE IRON, STEEL, AND WIRE COMPANY, LIMITED.—Petition for winding up presented Feb 3 directed to be heard before the M.R. on Feb 12. Field and Co, Lincoln's inn fields, agents for Buckton and Greenall, Warrington, solicitors for the petitioners

MERCANTILE MUTUAL MARINE INSURANCE ASSOCIATION, LIMITED.—Petition for winding up, presented Feb 1, directed to be heard before the M.R. on Feb 12. Greenop and Sons, St Peter's alley, Cornhill, solicitors for the petitioner

[*Gazette*, Feb. 4.]

ANGLO-FRENCH PORCELAIN COMPANY, LIMITED.—The M.R. has, by an order dated Dec 20, appointed Samuel Lovelock, 19, Coleman st, to be official liquidator, in the place and stead of George Scott

EXCHANGE BANKING COMPANY, LIMITED.—By an order of the V.C.B. dated Jan 29, it was ordered that the company be wound up. Clarke and Co, Lincoln's inn fields, solicitors for the petitioner

COTTAGES AND VILLAS BUILDING AND INVESTMENT COMPANY, LIMITED.—By an order made by the M.R. dated Jan 29 it was ordered that the company be wound up. Bryden, Bennett's hill, Doctor's Commons, solicitor for the petitioner

FLAGSTAFF SILVER MINING COMPANY OF UTAH, LIMITED.—The M.R. has by an order dated Dec 14 appointed James Waddell, Queen Victoria st, to be official liquidator. Creditors are required on or before Apr 4 to send their names and addresses to the above. Apr 26 at 11 is appointed for hearing and adjudicating upon the debts and claims

LIBERIA COPPER COMPANY, LIMITED.—Petition for winding up presented Feb 3 directed to be heard before the V.C.H. on Feb 18. Vandercom and Co. Cannon st, solicitors for the petitioner.

LOMBARD LOAN AND INVESTMENT COMPANY, LIMITED.—Petition for winding up, presented Feb 2, directed to be heard before the V.C.M. on Feb 18. Jourdain, Ludgate hill, solicitor for the petitioners

MARINE AQUARIUM COMPANY, SCARBOROUGH, LIMITED.—By an order of the M.R., dated Jan 29, it was ordered that the voluntary winding up of the company should be continued. Taylor, Hoare, and Taylor, Gt James st, Bedford row, solicitors for the petitioner.

MERSEY STEEL AND IRON COMPANY, LIMITED.—Petition for winding up, presented Feb 4, directed to be heard before the V.C.M. on Feb 18. Wynne and Son, Chancery lane, solicitors for the petitioners.

MOSAIC TILE COMPANY, LIMITED.—The M.R. has by an order dated Jan 10 appointed Frederick Hooper Harvey, Sandford place, Stoke Newington, and James Alexander Croft, Ashley, Putney, to be official liquidators. Creditors are required, on or before March 10, to send their names and addresses, and the particulars of their debts or claims, to the above. Friday, March 25, at 12, is appointed for hearing and adjudicating upon the debts and claims

REVENUE MINERAL COMPANY. LIMITED.—Petition for winding up presented Feb 4 directed to be heard before the M.R. on Feb 19. Bolton, Smith, and Co, Temple gardens, Temple, Solicitors for the petitioners

SOUTH KENSINGTON CO-OPERATIVE STORES. LIMITED.—Creditors are required, on or before March 1, to send their names and addresses, and the particulars of their debts or claims, to Henry John Leslie, Frederick's place, Old Jewry. Tuesday, March 22, at 12, is appointed for hearing and adjudicating upon the debts and claims

SOUTH LONDON DAIRY SUPPLY ASSOCIATION, LIMITED.—By an order made by the M.R., dated Jan 29, it was ordered that the association be wound up. Bellamy and Co, Bishopsgate st Within, solicitors for the petitioner

TRAMWAYS SHARE INVESTMENT COMPANY, LIMITED.—By an order made by V.C.B., dated Jan 29, it was ordered that the company be wound up. Bellamy and Co. Bishopsgate st Within, solicitors for the petitioner

Gazette, Feb. 8.

COUNTY PALATINE OF LANCASTER.

MERSEY STEEL AND IRON COMPANY, LIMITED.—Petition for winding up presented Feb 2 directed to be heard before the V.C. at St George's Hall, Liverpool, on Feb 15. Simpson and North, Liverpool, solicitors for the petitioner

[*Gazette*, Feb. 4.]

"Law" writes to the *Times*:—"Will you kindly allow the attention of the public and my brothers of the legal profession to be called to the enclosed notice, which appeared at the head of the list at the common law judges' chambers this morning, without any previous warning to the parties or the profession, except such as could be gained by a perusal of the list published in to-day's papers or at the Royal Courts after six p.m yesterday? I had a summons adjourned by a judge last week till to-day, when it was fixed to be heard at twelve o,clock, but on arriving at that hour I found it had been transferred to the eleven o'clock list in pursuance of the notice, which is as follows:—'The Hon. Baron Pollock will sit at chambers to-day, and all the summonses returned for twelve o'clock will be taken at eleven o'clock, and those returned for one o'clock will be taken at twelve o'clock, or as soon after as may be convenient. Counsel will be heard at half-past twelve.' I was told by an official that further changes in regard to the list would probably be made between this and the 18th inst. I can only say I hope we shall have prior notice of them. May I suggest that before they are made the council of the Law Society should be consulted, or a few solicitors who themselves practice at chambers, or even half-a-dozen managing clerks of large firms should be asked to advise. Such a course would result in increased convenience both to the public and the authorities."

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY. LAST DAY OF PROOF.

DURANT, SUSAN DURANT, Bryanston sq. March 1. Durant v Lethbridge, V.C. Hall. Lethbridge and Son, Abingdon st, Westminster

ENNOR, NICHOLAS, St Teath, Cornwall, Gent. Feb 26. Ennor v Male, V.C. Malins. Kingdon, Bedford row

OLIVE, WILLIAM, Tottington Lower End, nr Bury, Lancaster, Paper Manufacturer. Feb 25. Olive v Westerman, M.R. Grundy, Bury

SHORT, GEORGE, Maidstone, Kent, Hosier. March 1. Short v Cooper and others, V.C. Hall. Monckton, Maidstone

STANDEN, WILLIAM, Hastings, Tailor. Feb 26. Meadows v Vinall, V.C. Malins. Lydall, Southampton buildings, Chancery lane

TUXFORD, GEORGE PARKER, Barnes, Surrey, Printer. Feb 22. Nesbit v Tuxford, M.R. Turner, Fleet st

WHINERY, SAMUEL, Underbarrow, Westmoreland, Gent. Feb 25. Whinery v Webster, M.R. Moser, Kendal

[*Gazette*, Jan. 28.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25. LAST DAY OF CLAIM.

ARMSTRONG, ANN, Edentown, Stanwix, Cumberland. March 1. Bendle, Carlisle

BLACKETER, ELIZABETH, West Ham, Essex. Feb 26. Brewis and Co, Newcastle-upon-Tyne

BOISSIER, Rev. PETER HENRY, Clifton, Bristol. March 31. Harwood, Bristol

BOWER, Rev. ROBERT SMITH, Park Village West. March 25. Druce and Co, Billiter sq

BRIGGS, GEORGE, Asylum rd, Old Kent rd, Victualler. Feb 28. Childs, Doctor' commons

BUMBERRY, THOMAS, Potton, Bedford, Carpenter. March 12. Veasey, Baldock

CAUSER, ELIZABETH, Stafford. Feb 28. Morgan, Stafford

CLEMENTSON, MARY LOUISA, Coleberne rd, West Brompton. March 31. Champion and Co, Ironmonger lane

COEN, JOHN, Rutland st, Pimlico, Hall Porter. March 15. Goody and Stock, Queen Victoria st

DALTON, CHARLES JAMES, Twickenham Park, Lieut.-Gen. H.M.'s Army. March 1. Trevor, Guisborough, York

DAVIDOFF, ADELE, South st. Piccadilly. Arnold and Co, Carey st

DAWSON, JANE, Carlisle. March 1. Bendle, Carlisle

DESORMEUX, CAROLINE, Russell st, Reading. March 25. Saunders, Holborn circus

DOD, JOSEPH, Lower Bebington, Chester, Gent. Apr 1. Peacock and Co, Liverpool

FENNELL, HENRY, Adlebvrgh, Suffolk, Gent. March 12. Southwell and Fry, Saxmundham

HAYDON, GEORGINA, Plymouth. March 8. Sparks and Blake, Crewkerne

HOBDAY, MARY ANN, Bathurst st, Hyde park. March 24. Hall, Sohthampton st

JAMIESON, ALEXANDER, Newcastle-upon-Tyne, Grocer. Feb 28. Brewis and Co, Newcastle-upon-Tyne

KENDALL, THOMAS, Whinfell House, Westmoreland, Gent. Feb 21. Heelis, Appleby

LAMB, JOHN, Doncaster, Butcher. March 31. Palmer, Doncaster

MARRIOTT, THOMAS BECKETT FIELDING, Avonbank, nr Pershore, Lieut.-Gen., H.M.'s Royal Artillery. March 15. Martin, Pershore

MCCREIGHT, CHARLES WILLIAM DICKEY, St Helier's, Jers y, Esq. March 12. Ormerod and Allen, Manchester

MYERS, THOMAS, Sheffield, Jeweller. March 31. Rodgers and Co, Sheffield

PATTISON, EDWARD, Gateshead, Durham, Glasscutter. Feb 28. Brewis and Co, Newcastle-upon-Tyne

PATTISON, EDWARD, Newcastle-upon-Tyne, Glasscutter. Feb 28. Brewis and Co, Newcastle-upon-Tyne

PETRIE, JANET, Brunswick pl, Swansea. March 25. Stricks and Bellingham, Swansea

PITMAN, JOSEPH, Yeovil, Gent. March 1. Kingdon, Sherborne

RAMSAY, KATHARINE, Vale Parish, Guernsey. Feb 26. Johnston and Co, Finsbury pavement

REDGRAVE, WILLIAM, Birmingham, Domestic Servant. March 7. Williams, Birmingham

RODBARD, EDWARD, Merriott, Somerset, Gent. March 8. Sparks and Blake, Crewkerne

SADLER, JAMES, Oldbury, Worcester, Brick Manufacturer. Feb 11. Shakespeare, Oldbury

SALTER, WILLIAM, Chard, Somerset, Gent. March 14. Clarke and Lukin, Chard

SANDERS, JOHN, Loughborough, Leicester, Wine Merchant, March 25. Toone, Loughborough

SCOTT, RICHARD, Nottingham, Gent. Feb 16. Burton and Co, Nottingham

SHARP, LAWRENCE, Broughron, Lancaster, Yeoman. Feb 21. Butler, Broughton-in-Furness

SIMPSON, STEPHEN, Brixton rd, Licensed Victualler. Feb 24. Clapham and Fitch, Bishopsgate st Without

SOPWITH, JOHN, Tynemouth, Northumberland, Cabinet Maker. Feb 28. Forster and Co, Newcastle-upon-Tyne

SPARKS, EDWARD ISAAC, Misterton, Somerset, M.B. March 8. Sparks and Blake, Crewkerne

SPIVEY, ELIZABETH, Doncaster. March 31. Palmer, Doncaster

STEPHENSON, JOSEPH, Long Marton, Westmoreland, Yeoman. Feb 24. Heelis, Appleby

THORPE, FRANCIS CORBETT, Hampton, Gent. March 8. Sparks and Blake, Crewkerne

THURTELL, WALTER, Newcastle-upon-Tyne, Factor. March 1. Lewis and Lewis, Holborn

WILSON, Rev. ARTHUR CHARLES, Nocton Vicarage, Lincoln. March 15. Toynbee and Co, Lincoln

[*Gazette*, Jan. 28.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

FEB. 3.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Sectional or Block-Buildings Management, &c., Colne and Marsden Local Board.

FEB. 4.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Stockton Bridge, Boston Ocean Dock and Railway, Tuckton Bridge, Brading Harbour, Rathin and Cerrig-y-Druidion Railway.

FEB. 7.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Rhondda and Swansea Bay Railway, Oxford Police.

FEB. 8.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Cadogan and Hans-place Estate, Carmarthen and Cardigan Railway, East London Water, Byker-bridge (Newcastle-upon-Tyne), Hylton, Southwick, and Monkwearmouth Railway, Railway Passengers' Assurance Company, Solicitors' Remuneration, Settled Land, Conveyancing and Law of Property, Limitation of Actions.

HOUSE OF COMMONS.

FEB. 3.—BILL READ A SECOND TIME.

PRIVATE BILL.—West Ham Local Board.

FEB. 4.—BILLS READ A SECOND TIME.

PRIVATE BILLS. — Bradford Water and Improvement, Reading Corporation, Swanage Railway, Tyne Improvement, Westbury-on-Trym Gas (No. 1), Cheshire Salt Districts Compensation.

FEB. 7.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Alnwick Gas, Birkenhead Corporation (Gas and Water), Birkenhead Corporation (Improvement, &c.), Burton-on-Trent (Station-street Extension) Railway, Cambridge University and Town Gas, Chester and Workington Junction Railway, Elham Valley Light Railway, Holland (parts of) and Sutton Bridge Water, Kingston-upon-Hull Corporation Loans, &c., London City Commissioners of Sewers (Artizans' Dwellings), Oxted and Groombridge Railway, Richmond Gas, Ryton Local Board (Water), Sheffield Water, Southport and Cheshire Lines Extension Railway, Stalybridge Extension and Improvement, Uxbridge and Rickmansworth Railway, Westbury-upon-Trym Gas (No. 2), Westgate and Birchington Gas, Woking Water and Gas.

BILL IN COMMITTEE.

Consolidated Fund (passed through Committee).

FEB. 8.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Goole and District Gas and Water, North Staffordshire Railway (Cauldron Quarries).

FEB. 9.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Aylesbury and Rickmansworth Railway, Fylde Water, Glasgow and South-Western Railway, Hoylake and Birkenhead Rail and Tramway, Lydd Railway, Manchester, Sheffield, and Lincolnshire Railway (Additional Powers), Manchester, Sheffield, and Lincolnshire Railway (New Works), Metropolitan Railway, Skipton and Kettlewell Railway (Extension to Aysgarth).

BILL READ A FIRST TIME.

Bill to further amend the Law relating to Sea Fisheries, by providing for the Protection of Clam and other Bait Beds (Mr. Chamberlain).

COURT PAPERS.

HIGH COURT OF JUSTICE.

ORDER OF COURT.

Thursday, the 3rd day of February, 1881.

Whereas, from the present state of the business before the Master of the Rolls and the Vice-Chancellors, Sir Richard Malins, Sir James Bacon, and Sir Charles Hall, and Mr. Justice Fry respectively, it is expedient that a portion of the causes assigned to the Master of the Rolls and the Vice-Chancellors, Sir Richard Malins and Sir Charles Hall, and now standing for trial or hearing before their lordships, should be transferred to the Vice-Chancellor Sir James Bacon; and that certain of the causes so to be transferred should for the purpose only of trial or hearing be transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry: Now I, the Right Honourable

Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order that the several causes set forth in the first, second, and third schedules hereto be accordingly transferred from the Master of the Rolls and the Vice-Chancellors Sir Richard Malins and Sir Charles Hall to the Vice-Chancellor Sir James Bacon, and taken as causes assigned to the Vice-Chancellor Sir James Bacon, and be marked in the cause books accordingly. And I do further order that the causes in the first schedule when so transferred be for the purpose only of trial or hearing transferred from the Vice-Chancellor Sir James Bacon to Mr. Justice Fry. And this order is to be drawn up by the registrar and set up in the several offices of the Chancery Division of the High Court of Justice.

First Schedule.

From the Master of the Rolls' Cause Book.

Marshall v Berridge act, wits 1880 M 2,442
Mitchell v Henry act, wits 1880 M 426
Redgrave v Hurd act, wits 1880 R 0,703
Pawson v Peck act, wits 1880 P 0.617
Dent v Stead act, wits 1880 D 1,372
Scott v Credit Lyonnais act, wits 1880 S 3,196
Raw v Jackson act, wits 1880 R 1,701
Hudson v Silvester issue for trial, wits 1880 H 1,781
Stone v Hatt act, wits 1879 S 526
Baker v Scott Simpson act, wits 1880 B 2,012
Frith v Baume act, wits 1880 F 1,241
Victory Printing and Folding Machine Manufacturing Co v Messrs W Dawson & Sons act, wits 1880 V 5
Colonial Assurance Corporation, limd v Lane act, wits 1880 C 0,426
Patmore v Skeet act, wits 1880 P 1,623
McLoughlin v Duff act, wits 1880 M 3,102
Bidwell v Bastin act, wits 1880 B 0,783
Clarke v Harcourt act, wits 1880 C 3,112
Foxton v Manchester and Liverpool Banking Co act, wits 1879 F 70
Morgan v Owen act, wits 1880 M 0,858
Brown v Smart act, wits 1880 B 13
Cannell v Gregory act, wits 1880 C 0 953
Kelly v Hammersley act, wits 1880 K 29
Kinnaird v Smith act, wits 1880 K 395
Smith v Kinnaird act, wits 1880 S 1,584
Blake v Payne act, wits 1879 B 581
Record v Whiteley act, wits 1880 R 1,934
Westinghouse v The Midland Ry Co act, wits 1880 W 72
In re Williams, Williams v Williams act, wits 1880 W 2,803
Parkinson v Davis act, wits 1880 P 2,157
Watkins v Pritchard act, wits 1880 W 2,700
Bennett v Submarine Telegraph Co act, wits 1879 B 497
Pardew v Ellis act, wits 1880 P 70
Pardew v Ellis act, wits 1880 P 71
Atherley v Saunders act, wits 1879 A 187
In re Hobbs, Hobbs v Cullum act, wits 1880 H 3,119
Hoole v Smith act, wits 1880 H 129
Hedley v Ecclesiastical Commrs for England act, wits 1880 H 0,414
The Blackpool Land, &c, Co v The Imperial Hotel Co, Blackpool, limd act, wits 1879 B 5,542
The King's Lynn Dock Co v Company of Proprietors of the Norfolk Estuary act wits 1880 K 452
Williamson v Loud act, wits 1880 W 2,710
Wood v Berridge act, wits 1880 W 107
Compton v Preston act & m f j, wits 1880 C 01,244
Edwick v Hawkes and Co act, wits 1880 E 728
Winwood v Jenkins act, wits 1880 W 3,103
Hardingham v Rowan act, wits 1879 H 375
In re Slocombe, Latham v Slocombe act, wits 1880 L 2,234
Martin v Gordon act, wits 1880 M 0,469
ddon v Bank of Bolton act, wits 1880 S 2,851
Worthington v Cave act, wits 1880 W 1,680
Watts v Meers act, wits 1880 W 95
Harlock v Ashberry act, wits 1880 H 0,354

Second Schedule.

From the Vice-Chancellor Malins' Cause Book.

Thompson v Fairweather act, wits 1879 T 36
Pyatt v Stratton act 1880 P 0,541
Dart v Kelson m f j 1880 D 1,491
Thompson v Ringer act, wits 1880 F 1,104
Oliver v Watkins act, wits 1800 O 151
In re Stutters, Clarke v Forsey act 1880 S 1,523
In re Potter, Potter v Potter act, wits 1880 P 0,564
Debenham v Shippey act 1880 D 0,573
Hey v Simmons act, wits 1880 H 01,262
Paget v Penny act 1880 P 0,271
Jackson v Jackson act, wits 1880 J 050
Leeder v Brereton m f j 1880 L 66
Smith v Grenville act, wits 1880 S 166
Barker v Riddell act and m f j, wits 1880 B 2,018
Hampton v Hampton act 1880 H 2,107
In re Waterton, Fewster v Waterton act, wits 1879 W 430
Pike v Griffith act 1879 P 122
Pritchard v Pritchard act, wits 1880 P 1
Smith v Alder act, wits 1880 S 04
Evelyn v Evelyn act, wits 1879 E 80

Third Schedule.

From the Vice-Chancellor Hall's Cause Book.

Curtois v Arliss act, wits 1880 C 47
Stamford, Spalding and Boston Banking Co v Lindridge Colliery Co, limd act, and m f j, wits 1879 S 35
Wade v Lane act, wits 1880 W 83
Dainty v Middleton act, wits 1880 D 0,195
Hall v Swaine act, wits 1880 H 91
Henry v Lawrell act, wits 1879 H 449
Jones v Williams act, wits 1879 J 123
Arnold v Arnold act, wits 1880 A 273
Forster v Patterson act, wits 1879 F 194
Hills v Cole act, wits 1880 H 0,527
Hudson v Bridgemarsh Brickfields Co, limd act, wits 1880 H 0,148
Jackson v Haigh act, wits 1879 J 112
Harding v Tutill act, wits 1880 H 01,182
Bakewell v Jacob act, wits 1880 B 0,848
Day v Neale act, wits 1880 D 0,156
Stewart v Holland act, wits 1879 S 102
McGregor v Middleton act, wits 1879 M 347
Middleton v McGregor act, wits 1879 M 1,242
Rolt v Rolt act, wits 1880 R 0,654
Davies v Thomas act, wits 1879 D 199
Ogle v Berlin Phosphate, &c, Co act, wits 1879 O 53
Furber v King act, wits 1876 F 0,572
Furber v King act, wits 1879 F 0,573
Denvon v Northway act, wits 1879 D 105
Whitfield v Balderston act, wits 1880 W 1,448
Castings v White act, and m f j, wits 1880 C 0 678
Wheeler v Le Marchante act, wits 1880 W 1,793
Jones v Linton act, wits 1879 J 147
Ward Ashton v Bennett act, wits 1880 W 0,143
McKenzie v Yabsley act, wits 1880 M 898
Burney v Timothy and Green act, wits 1880 B 01,268

SELBORNE, C.

None of the causes in the above schedule will be placed in the paper for hearing before Thursday, the 17th day of February, 1881, unless by the written consent of all parties.

H. LATHAM, Registrar.

LONDON GAZETTES.

Bankrupts.

FRIDAY, Feb. 4, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

D'Arcy, Henry Edward Augustus, Well st, Cripplegate, Warehouseman. Pet Feb 1. Murray. Feb 18 at 11
Gibson, William, Palace chambers, Westminster, Wine Merchant. Pet Jan 31. Murray. Feb 15 at 11

To Surrender in the Country.

Abrahams, Moses, Birmingham, Commission Agent. Pet Jan 31. Cole. Birmingham, Feb 16 at 2
Blanchard, Harvey, Hockley, Birmingham, Baker. Pet Jan 31. Parry. Birmingham, Feb 18 at 2
Haldane, Henry Ernest, Dover, Captain in H.M. 64th Regiment. Pet Jan 14 Furley. Canterbury, Feb 18 at 12.30
Munfield, William, and Hannah Munfield, Bolton, Lancaster, Provision Dealers. Pet Feb 2. Holden. Bolton, Feb 23 at 11
Preece, Alfred, Wolverhampton, Household Furniture Dealer. Pet Feb 1. Sanders. Wolverhampton, Feb 15 at 12

Richards, John, Edwin Eagling Glaskin, and Decimus Fitt, Newport, Monmouth, Engineers. Pet Jan 31. Davis. Newport, Feb 16 at 12

Sison, William, Sheffield, Licensed Victualler. Pet Jan 31. Wake. Sheffield. Feb 16 at 1

Southgate, William, Gt Yarmouth, Butcher. Pet Jan 31. Worlledge. Gt Yarmouth, Feb 17 at 11

Vicary, George, Stone, Bridestow, Devon, Farmer. Pet Jan 31. Edmonds. East Stonehouse, Feb 17 at 12

TUESDAY, Feb. 8, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in the Country.

Andrew, Henry, Penistone, York, Stone Merchant. Pet Jan 31. Bury. Barnsley, Feb 28 at 11.30

Campbell, Michael, Blackburn, Lancaster, out of business. Pet Feb 5. Bolton. Blackburn, Feb 22 at 11

Newbould, John Joseph, Walsall, Stafford, Fine Art Dealer. Pet Feb 4. Clarke. Walsall, Feb 21 at 12

Saunders, Daniel, and Albert Salter, Liverpool, Theatrical Proprietors. Pet Feb 2. Cooper. Liverpool, Feb 21 at 2.30

Symons, William Henry, Eldad, Plymouth, Innkeeper. Pet Feb 3. Edmonds. East Stonehouse, Feb 24 at 12

BANKRUPTCIES ANNULLED.

TUESDAY, Feb. 8, 1881.

Philpott, Charles James, High st, Bloomsbury, Leather Dresser. Feb 2

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, Feb. 4, 1881.

Adams, Joseph Key, Birmingham, Druggist. Feb 15 at 12 at offices of Lowe, Bennett's hill, Birmingham

Allen, Alfred Bracebridge, Elm Tree rd, St. John's Wood, Stock Broker. Feb 17 at 2 at offices of Knight, Seymour pl, Marylebone

Allen, William Gabriel, Long Buckby, Northampton, Wheelwright. Feb 15 at 11 at offices of Andrew, Market sq, Northampton

Ardern, George Banner, Hyde, Chester, Tailor. Feb 25 at 2 at 23, Swan st, Manchester. Chew and Sons

Arundall, Thomas, Robin Hood, near Rothwell, York, Engineer. Feb 15 at 3 at Law Institute, Albion pl. Leeds. Watson, Leeds

Atkinson, Robert, Hairdresser, York. Feb 15 at 11 at offices of Crombie, Stonegate, York

Bacon, Joseph, Chesterfield, Derby, Wholesale Grocer. Feb 16 at 2 at offices of Gee, High st, Chesterfield

Bagshaw, George, Southampton, Plumber. Feb 14 at 3 at offices of Watts, Albion pl, Southampton

Bartlett, William, Great Berkhamstead, Hertford, Licensed Victualler. Feb 23 at 11.30 at offices of Bullock and Penny, Great Berkhamstead

Bell, William, Birmingham, Builder. Feb 17 at 12 at offices of Hawkes and Weekes, Temple st, Birmingham

Bennett, George William, Ramsey, Huntingdon, Plumber. Feb 15 at 2 at George Hotel, Ramsey Sergeant, Ramsey

Blackford, William, Bewdley, Worcester, out of business. Feb 15 11 at offices of Thursfield, Swan st, Kidderminster

Bright, George Jefferson, Kingston-upon-Hull, Licensed Victualler. Feb 17 at 2 at offices of Middlemiss and Pearce, Parliament st, Kingston-upon-Hull

Britton, Alfred, Leeds, Earthenware Dealer. Feb 15 at 3 at offices of Addyman, East Parade, Leeds

Budge, Louisa, Whitchurch, Southampton, no occupation. Feb 22 at 12 at offices of Clarke, Whitchurch

Burkinsheare, Joseph, the younger, Scrooby, Nottingham, Farmer. Feb 15 at 12 at Crown Hotel, Bawtry. Hodgkinson and Pashley, Rotherham

Burton, Thomas Otton, Charlton, Wraxall, Somerset, Farm Bailiff. Feb 16 at 12 at offices of Atchley, Clare st, Bristol

Butler, John, Nottingham, Tobacconist. Feb 21 at 12 at offices of Fraser, Wheeler gate, Nottingham

Carthew, Thomas Edward, Penzance, Cornwall, Innkeeper. Feb 17 at 12 at offices of Borlase and Co, Clarence st, Penzance

Casson, Charles Henry, Manchester, Wholesale Confectioner. Feb 21 at 3 at Mitre Hotel, Cathedral yd, Manchester. Nadin, Manchester

Churchill, Arthur, Ruislip Common Ruislip, Hay Dealer. Feb 17 at 3 at Chequers Hotel, Uxbridge. Bird, Uxbridge

Clay, John, Heanor, Derby, Boot and Shoe Maker. Feb 28 at 12 at Red Lion Inn, Heanor

Cleverley, John Charles, The Grove, Camberwell, Reporter. Feb 21 at 3 at offices of Knight, Bow st, Covent Garden

Downs, Edward Henry, Manchester, Glass and China Merchant. Feb 25 at 2 at the Queen's Hotel, Hanley. Woodall and Co, Manchester

Dracup, Paul, and Orlando Ball, Bradford, Jacquard Machine Makers. Feb 14 at 11 at offices of Peel and Co, Chapel lane, Bradford

Ellerbeck, James Stewart, Radcliffe, Lancaster, out of employment. Feb 15 at 3 at offices of Haslam, Market st, Bury

Elliot, Frederick Lovell, Bridgwater, Boot and Shoe Dealer. Feb 16 at 11 at offices of Chapman, High st, Bridgwater

Elliott, William, Balsall, Warwick, Licensed Victualler. Feb 16 at 11 at offices of Plant, Cannon st, Birmingham

Entwistle, John, Over Darwen, Lancaster, Coal Merchant. Feb 17 at 11 at offices of Hindle, Bolton rd, Over Darwen

Exell, Alfred, Easton, Bristol, Beerhouse Keeper. Feb 16 at 11 at offices of Ward, Albion Chambers, Bristol

Feinberg, Jacob, Portsea, Hants, Watchmaker. Feb 21 at 3 at offices of Harte, Moorgate st

Fisher, Alfred, Tunstall, Stafford, Gasfitter. Feb 18 at 3 at offices of Alcock, Market st, Tunstall

Fisher, Thomas William, junr, Sheerness, Kent, out of business. Feb 19 at 12.30 at the Britannia Hotel, Sheerness. Stallon' Sheerness

Foster, Thomas, Burley, Wharfdale, York, Grocer. Feb 17 at 3 at 32, Godwin st, Bradford. Atkinson and Wilson, Odey

Fowkes, George, Rothley, Leicester, Farmer. Feb 18 at 12 at offices of Clifford, Church gate, Loughborough

Fox, Henry, Australian avenue, Barbican, Fancy Goods Warehouseman. Feb 21 at 3 at offices of Stopher and Rundle, Coleman st

Gilbey, William, Stamford hill, Hackney, Baker. Feb 22 at 8 at offices of Brown, Basinghall st

Glover, Samuel, Sutcombe, Devon, Innkeeper. Feb 18 at 12 at offices of Thorne, Castle st, Barnstaple

Gordon, Thomas William Wilkie, Oadby, Leicester, Clerk in Holy Orders. Feb 18 at 3 at offices of Fowler and Co, Greyfriar chmbrs, Friar lane, Leicester

Gotobed, William Pratt, Limehouse causeway, Limehouse, Baker. Feb 17 at 10 at the Lord Nelson Tavern, Gill st, Limehouse. Abbot Chancery lane

Gresham, Thomas, Manchester, Commission Agent. Feb 15 at 11 at offices of Sampson, South King st

Griffin, Joseph, Jermyn st, Piccadilly, Dressing Case Manufacturer. Feb 15 at 3 at Guildhall Coffeehouse, Gresham st. Terry, King st, Cheapside

Gubbins, Joseph Payne, Tunbridge Wells, Kent, Ironmonger. Feb 15 at 4 at offices of Stone and Simpson, Church st, Tunbridge Wells

Hardaker, Richard, Bradford, York, Butcher. Feb 16 at 11 at offices of Peel and Co, Chapel lane, Bradford

Harris, John, Garthorpe, Lincoln, Joiner. Feb 23 at 3 at offices of Martinson, Exchange buildings, Bowlalley lane, Kingston-upon-Hull

Harrison, Alfred, Bradford, York, Butcher. Feb 16 at 11 at offices of Margerison, Swan arcade, Market st, Bradford

Hobbs, James Samuel, Liverpool, Carver. Feb 17 at 11 at offices of Goffey and North, Lord st, Liverpool

Hodgson, Albert, Bradford, York, Hairdresser. Feb 19 at 11 at office of Beverley, Hustlergate, Bradford

Hodgson, James, Liverpool, Licensed Victualler. Feb 22 at 2 at offices of Davies, the Temple, Dale st, Liverpool

Holland, Henry. Burslem, Stafford, Smallware Dealer. Feb 17 at 2 at offices of Sword, Cheapside, Hanley

Howells, Evan, Penydarran, nr Merthyr Tydfil, Grocer. Feb 18 at 12 at offices of Lewis, Glebeland st, Merthyr Tydfil

Jackson, Charles. Bromsgrove, Worcester, Coach Builder. Feb 18 at 12 at offices of Corbett, Avenue House, the Cross, Worcester

Jacob, Silvanus Lake, Plymouth, Provision Dealer. Feb 21 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth

Johnson, Francis, Hartlepool, Durham, out of business. Feb 15 at 11 at offices of Graham and Shepherd, John st, Sunderland

Johnson, William, Mirfield, York, Grocer. Feb 18 at 3 at Railway Hotel, Bradford rd, Dewsbury. Mitcheson

Jones, George, East Cowes, Isle of Wight, Painter. Feb 16 at 12 at offices of Mew and Hooper, High st. West Cowes

Kelly, James Frederick, Rupert st, Whitechapel, Sack Manufacturer. Feb 17 at 12 at offices of French, Crutched Friars

King, George, Dunhead St Mary, Provision Dealer. Feb 26 at 3 at offices of Atkinson, Blandford Forum

Knowles, John, Burnley, Lancaster. Feb 21 at 3 at the Exchange Hotel, Nicholas st, Burnley. Sutcliffe, Burnley

Keen, Joseph, Hackney rd, Baker. Feb 28 at 3 at offices of Jones, Mark lane

Langley, James, Waldran, Sussex, Farmer. Feb 18 at 2 at the White Hart Hotel, High st, Lewes. Coles and Carr

Lawson, Ellen, Birmingham, Licensed Victualler. Feb 22 at 3 at offices of Coulton, Cannon st. Birmingham

Ledger, George, Swinton, York, Shopkeeper. Feb 16 at 3 at offices of Gray, Eastgate, Barnsley

Lereculey, Augustus, Romsey, Southampton, Cattle Dealer. Feb 14 at 4 as offices of Watts, Albion pl, Southampton

Lewis, John, Cymmau, Hope, Flint, Farmer. Feb 21 at 12 at offices of Hughes, Regent st, Wrexham

Lucas, Charles, Worle, Somerset, Baker. Feb 18 at 11 at offices of Davies, High st, Weston-super-Mare

Meldrum, Thomas Unsworth, Kendal, Westmoreland, Fruiterer. Feb 17 at 11 at offices of Wilson, Highgate, Kendal

Morgan, Walter Samuel, Midford pl, Tottenham ct rd, Ostler. Feb 16 at 3 at offices of Seale and Smith, Lincoln's inn fields

Morison, David Pemberton, Newcastle-upon-Tyne, Engineer. Feb 16 at 2 at offices of Stanford, Collingwood street, Newcastle-upon-Tyne

Morley, Henry, Hurley rd, Lower Kennington lane, Professor of Music. Feb 19 at 12 at offices of Learoyd and Co, Finsbury pavement

Neal, William, Westgate, Dewsbury, York, Tailor. Feb 18 at 10.15 at offices of Shaw, Bond st, Dewsbury

Nicholls, Joseph, Abbotts Salford, Warwick, Farmer. Feb 17 at 12 at the Red Horse Hotel, Stratford-upon-Avon. Slatter and Co, Stratford-upon-Avon

Nicholls, Thomas, Buntingford, Hertford, Baker. Feb 17 at 11 at the George Inn, Buntingford. Nash, Royston

Nield, James Edward, Gt Warford, Chester, Farmer. Feb 16 at 12 at offices of Eltoft. King st, Manchester

Norris, William, Birmingham, Grocer. Feb 14 at 3 at the Grand Hotel, Birmingham. Plant, Birmingham

Osborne, George, Merstham, Surrey, Butcher. Feb 15 at 2 at offices of Carter, High st, Reigate

Palfrey, Walter, Newington Bagpath, Gloucester, Joiner. Feb 16 at 12 at the White Lion Hotel, Wotton-under-Edge. Kearsey and Parsons, Stroud

Parker, Richard James, and Abraham Lord, Manchester, Manufacturers of Fancy Dress Goods. Feb 18 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Tidswell, Manchester

Payne, Arthur David John Briggs, Liverpool, Colourman. Feb 21 at 2 at offices of Davies, The Temple, Dale st, Liverpool

Perry, William, Stourbridge, Worcester, Glass Merchant. Feb 16 at 11 at offices of Wall, High st, Stourbridge

Pettinger, George Atkinson, Monkfrystone, York, Farmer. Feb 17 at 11 at offices of Spink, Pontefract

Phillips, Henry, Bangor, Tailor. Feb 18 at 12.15 at Queen Hotel, Chester. Dew, Llangefni

Pochin, John, Golden lane, Boot Dealer. Feb 24 at 2 at Guildhall Tavern, Gresham st. Montagu, Bucklersbury

Porter, James William, and William Roper, Newcastle-upon-Tyne, Corn Merchants. Feb 21 at 2 at offices of Hoyle and Co, Collingwood st, Newcastle-upon-Tyne

Reed, John Henry, Wansey st, Walworth rd, Professor of Music. Feb 17 at 12 at offices of Radford and Frankland, Chancery lane

Ridings, John, jun. Ashton-under-Lyne, Lancaster, Machinist. Feb 24 at 3 at Commercial Hotel, King st, Dukinfield. Garforth, Dukinfield

Sandbach, Samuel, Oswestry, Salop, Grocer. Feb 17 at 11.30 at Angel Hotel, Dale st, Liverpool Churton, Chester

Sargent, Charles, Gloucester, Milkman. Feb 16 at 3 at offices of Cooke, Berkeley st, Gloucester

Saunders, Charles, Blomfield gardens, Shepherd's Bush, Builder. Feb 22 at 2 at offices of Hanson, King st, Cheapside. Wetherfield, Queen st

Savage, Robert, Claremont mews, Pentonville, Cab Proprietor. Feb 28 at 1 at offices of Letcher, Mark lane

Scott, Alfred Robert, Almington rd, Hornsey Rise, Carver. Feb 16 at 2 at offices of Dunn, Guildhall chmbrs, Basinghall st

Scott, Ross, Wyverstone, Suffolk, Farmer. Feb 23 at 11 at Guildhall Bury St Edmunds. Gross

Sheffield, Sidney, Chobham rd, Stratford, Oilman. Feb 15 at 2 at offices of Hanson, King st Cheapside. Wetherfield, Queen st

Singleton, John, Kendal, Westmoreland, Surgeon Feb 21 at 11 at offices of Wilson, Highgate, Kendal

Smith, Edwin, Hereford, Grocer. Feb 17 at 3 at offices of Corner, High Town, Hereford

Stanford, Jonathan, Seisdon, Stafford, Farmer. Feb 15 at 3 at office of Willcock, Queen's chmbrs, North st, Wolverhampton

Stephenson, Frederick James, Falsgrave, York, Glass Dealer. Feb 16 at 3.30 at offices of Wellburn, Huntriss row, Scarborough

Steward, James Edward, Ryde, Cabinet Maker. Feb 17 at 11 at offices of Needham, New inn. Urry and Marsh

Stockbridge, William James, Great Marlow, Bucks, Tailor. Feb 22 at 3 at 145, Cheapside. Rawson, Great Marlow

Stocks, Amon, Halifax, Bookseller. Feb 16 at 11 at offices of Leeming, Westgate, Halifax

Tate, George Avery, North Shields, Ship Broker. Feb 22 at 2.30 at offices of Adamson, Howard st, North Shields

Taylor, James, Leeds, Iron Moulder. Feb 17 at 10.30 at offices of Wells, Cookridge st, Leeds

Teasdale, James, Sheffield, Grocer. Feb 18 at 3 at offices of Clegg and Sons, Victoria chmbrs, Figtree lane, Sheffield

Thursby, Joseph, Durham, Grocer. Feb 16 at 3 at offices of Huntly, Fawcett st, Sunderland

Trimnell, William, Roath, Cardiff, Ironmonger. Feb 14 at 11 at offices of Morgan and Scott, High st, Cardiff

Vale, George, Evesham, Worcester, Blacksmith. Feb 17 at 11 at the Swan Inn, Evesham. Tree and Son, Worcester

Wade, Charles, Scarborough, York, Innkeeper. Feb 15 at 3 at offices of Taylor, Queen st, Scarborough

Walker, Frederick, St James's rd, Old Kent rd, Fellmonger. Feb 21 at 12 at offices of Moss, Gracechurch st

Waller, Arthur, Portsea, Hants, Draper. Feb 22 at 3 at offices of Cousins and Burbidge, Portsmouth

Walton, John, Stoke-upon-Trent, Licensed Victualler. Feb 15 at 3 at offices of Ashwell, Glebe st, Stoke-upon-Trent

West, John, Hulme, Manchester, Builder. Feb 21 at 11 at the Clarence Hotel, Piccadilly, Manchester. Hargreaves

Willmott, Edwin, Birmingham, Wholesale Fruiterer. Feb 18 at 3 at offices of Fallows, Cherry st, Birmingham

Wood, Henry, Newington, Kent, Mineral Water Manufacturer. Feb 22 at 2 at the Kings' Arms Hotel, Folkestone. Minter, Folkestone

Wood, Walter Webber, Weston-super-Mare, Grocer. Feb 16 at 12 at offices of Benson and Carpenter, Bank chmbrs, Corn st, Bristol. Foster and Easton, Taunton

Woolley, Francis, Burton-on-Trent, Licensed Victualler. Feb 16 at 11 at offices of Wilson, Station st, Burton-on-Trent

Wortley, John, Durham, Tinner. Feb 26 at 11 at offices of Chambers, Sadler st, Durham

Yardley, John, Darlaston, Stafford, Grocer. Feb 17 at 12 at offices of Corbett, Pinfold st, Darlaston

TUESDAY, Feb. 8, 1881.

Andrew, Joseph, Swansea, Ironmonger. Feb 16 at offices of Richards, Castle sq, Swansea, in lieu of the place originally named

Ardley, Philip, Enfield Town, Farrier. Feb 16 at 3 at offices of Christmas, Walbrook

Arnold, Kitt, Chorlton-on-Medlock, Manchester, Beerhouse Keeper. Feb 25 at 3 at the Clarence Hotel, Piccadilly, Manchester. Hargreaves, Manchester

Ashton, George, Much Woolton, Lancaster, Grocer. Feb 19 at 11 at offices of Harris, Harrington st, Liverpool

Austin, Henry, Little Suffolk st, Southwark, Beer Retailer. Feb 19 at 12 at the Rodney Arms, Little Suffolk st. Wymond, Duncan terrace

Baldwin, Joseph, Tong, Birstal, York, Farmer. Feb 21 at 11 at offices of Knight, Kirkgate, Bradford

Barker, Benjamin, Bexley, Kent, Licensed Victualler. Feb 24 at 3 at the Bull Hotel, Dartford. Mitchell, Gravesend

Billups, Christopher Smith, Chatteris, Cambridge, Farmer. Feb 24 at 2 at offices of Day, St Ives

Birchall, James, and William Birchall, Skelmersdale, Lancaster, Grocers. Feb 21 at 3 at offices of Oppenheim, Hardshaw st, St Helens

Biven, William James, Chard, Somerset, Boot Dealer. Feb 19 at offices of Phillips, Small st, Bristol, in lieu of the place originally named

Bonner, Robert, Brighton, Painter. Feb 19 at 12 at offices of Nye & Greenwood, Serjeant's inn, Fleet st

Bowen, Martha, Penydre, Neath, Glamorgan, Grocer. Feb 17 at 11 at offices of Davies, Alma pl, Neath

Boyd, James, Macclesfield, Chester, Auctioneer. Feb 23 at 2 at offices of May, Church Side, Macclesfield

Chisham, William Robert, Whitehaven, Cumberland, Auctioneer. Feb 17 at 2 at Falstaff Hotel, Market pl, Manchester. Sims, Barrow-in-Furness

Clarke, Edward, Willaston, Chester, Licensed Victualler. Feb 21 at 11 at Adelphi Hotel, Earle st, Crewe. Garside and Spencer, Congleton

Coad, James Thomas, Marazion, Cornwall, Watchmaker. Feb 21 at 11 at offices of Wellington Dale, Parade st, Penzance

Cooke, John, Hoxton st, Chemist. Mar 1 at 3 at 111, Cheapside. Maitland, Knightrider st, Doctors' commons

Cooper, William, Wembdon, Somerset, Farmer. Feb 24 at 1 at Grande Hotel, Bristol. Paull, Ilminster

Copeman, George Marshall, King st, Finsbury sq, Auctioneer. Feb 22 at 10 at offices of Fraser, Billiter House, Billiter st. Webb, Euston rd

Corbett, Joseph, Wellington, Salop, Provision Dealer. Feb 21 at 11 at offices of Currane, Wellington

Cottrell, Frederick Thomas, Barton, Bristol, General House Furnisher. Feb 19 at 11 at offices of Cumberland, Clare st, Bristol

Coveney, Edward, Teynham, Kent, Coal Dealer. Feb 22 at 11 at offices of Gibson, High st, Sittingbourne

Crowther, Thomas Walker, Leeds, Accountant. Feb 21 at 3 at offices of Grisdale, Great George st, Leeds

Dean, Joseph, Epping Upland, Essex, Farmer. Feb 22 at 2 at White Swan Inn, Market pl, Epping. Smallman, Queen st, Cheapside

Deason, James, Carnforth, Lancaster, Builder. Feb 22 at 2 at offices of Johnson and Tilly, Sun st, Lancaster

Dillon, Robert, Bath, Butcher. Feb 16 at 3 at offices of Clark, Union st, Bath

Dodd, William, Aston-juxta-Birmingham, Grocer. Feb 17 at 11 at offices of Peet, Newhall st, Birmingham

Durrant, Thomas Molyneaux, Solihull, near Birmingham, Electro Plater. Feb 18 at 2 at offices of Burton, Union passage, Birmingham

Geisel, Jacob, Baker's row, Whitechapel, Baker. Feb 28 at 3 at offices of Morris, Paternoster

Georgeopula, Demetrios, and John Antoniadi, Manchester, Grocers. Feb 21 at 3 at offices of Heywood and Son, Mount street, Albert square

Green, Henry, Lockerly, Hants, Coal Merchant. Feb 23 at 2 at Red Lion Hotel, Salisbury. Mayo and Marsh, Yeovil

Gronow, John, Cae Mansel, Loughor, Carmarthen, Carpenter. Feb 16 at 12 at offices of Thomas, Fisher st, Swansea

Haine, William Herbert, Stonebridge rd, South Tottenham, Contractor. Feb 24 at 3 at Mason's hall Tavern, Mason's avenue, Fowler, Dowgate hill

Hammett, George, Swansea, Baker. Feb 22 at 3 at offices of Thomas, York pl, Swansea

Hards, Alfred, Durham st, Kennington lane, out of business. Feb 15 at 10.30 at Wood Tavern, Portugal st, Lincoln's inn. King, Coleman st

Hardy, James, Fenstanton, Huntingdon, Farmer. Feb 18 at 2 at offices of Cranfield, St Ives

Harker, William Henry Stanton, Cheltenham, Gloucester, Upholsterer. Feb 21 at 11 at offices of Clark, Regent st, Cheltenham

Hawes, James, Maidenhead, Berks, Grocer. Feb 22 at 3 at offices of Turner, High st, Maidenhead

Hayes, Thomas, Ilminster, Somerset, Boot Maker. Feb 15 at offices of Parsons, High st, Bristol, in lieu of place originally named

Hedgcock, William Kipping, West Brighton, Draper. Feb 23 at 3 at offices of Lamb and Evett, Ship st, Brighton

Hewlett, William Puzey, Sivier's Hotel, Isle of Wight, Hotel Keeper. Feb 21 at 2 at offices of Edmonds and Co, Cheapside. Pain and Clarke, Winchester

Hodges, James Jones, Aston, Warwick, Boot Maker. Feb 17 at 12 at offices of Jagger, Cherry st, Birmingham

Holyland, John Tom, Leicester, Hosiery Merchant. Feb 25 at 3 at offices of Wright, Belvoir st, Leicester

Howard, Frederic, Loughton, Essex, Farmer. Feb 23 at 12 at office Duffield and Bruty, Tokenhouse yd

Hunt, John, Frome, Corn Dealer. Feb 16 at 3 at offices of McCarthy King st, Frome

Hunt, Thomas John, Bradford, Tailor. Feb 22 at 11 at offices of Moore, Albion chmbrs, Hustlergate, Bradford

Josling, Joseph, Cockfield, Suffolk, Farmer. Feb 22 at 12 at Guildhall, Bury St Edmunds. Leech and Son

Kennard, James, Middleton, Lancaster, Schoolmaster. Feb 26 at 11 at the School, Morton st, Middleton. Ascroft, Oldham

Killeen, Thomas, Richmond, Surrey, Schoolmaster. Feb 17 at 3 at offices of Benson, Clement's inn, Strand

Langley, Grace, Leeds, Grocer. Feb 21 at 11 at offices of Austin, Victoria bldgs, Park lane, Leeds

Lawton, Edward, Wednesbury, Stafford, Fitter. Feb 19 at 11 at offices of Sheldon, High st, Wednesbury

Lewis, Francis William, Copenhagen st, Islington, Hairdresser. Feb 17 at 4 at 92, Chancery lane. Marshall

Lilwall, James, Lyonshall, Hereford, Innkeeper. Feb 23 at 10.30 at Talbot Hotel, Leominster

Lowe, John Robert Alexander Shakespear, Ramsgate, a Colonel in Her Majesty's Indian Army. Feb 23 at 2 at Guildhall Coffee House, Guildhall. Sparkes, Ramsgate

Lucas William, Townsend rd, Stamford Hill, Builder. Feb 21 at 3 at offices of Lloyd, London Wall

MacNamara, Roger, Batley, York, Grocer. Feb 21 at 2 at Wilton Arms Inn, Commercial st, Batley. Wooler and Wooler

Mason, John Garth, Bettws, Montgomery, Farmer. Feb 21 at 11 at offices of Powell, Broad st, Newtown

Measures, John William, Long Sutton, Lincoln, Surgeon. Feb 23 at 12.30 at offices of Mossop and Mossop, Long Sutton

Mellor, Samuel, Oldham, Lancaster, Ironfounder. Feb 22 at 2 at offices of Watson, Church lane, Oldham

Miller, John Joseph Green, Moscow terrace, Hackney, Bootmaker. Feb 23 at 3 at offices of Bagot Harte, Moorgate st

Mitchell, Richard, Wakefield, York, Greengrocer. Feb 23 at 3 at offices of Dryden, King st, Wakefield

Moir, Andrew, Cornhill, Tailor. Feb 21 at 3 at offices of Crook, Fenchurch st

Moore, Robert, Bowness, Westmoreland, Carter. Feb 22 at 11.30 at offices of Gatey, Bowness

Morgan, Samuel Lewis, Peasebrook, Broadway, Worcester, Farmer, Feb 21 at 3 at offices of Allen and Beauchamp, Sansome pl, Worcester

Nicklin, Richard, jun, Tipton, Stafford, Fruiterer. Feb 22 at 11 at offices of Travis, Church lane, Tipton

Noble, William Thomas, Eastbro', in Dewsbury, out of business. Feb 21 at 2 at offices of Scholes and Son, Leeds rd, Dewsbury

Norbury, Edwin, Dewsbury, York, Hatter. Feb 24 at 10.30 at offices of Ridgway and Ridgway, Union st, Dewsbury

O'Leary, Jeremiah, Southampton rd, Haverstock hill, Provision Dealer. Feb 21 at 2 at offices of Norris, Southampton bldgs, Chancery lane

Overington, Albert, Sittingbourne, Kent, Hoop Maker. Feb 23 at 12.30 at the Fountain Hotel, Sittingbourne. Greathead, Rochester

Owen, Thomas, Nantddu Rhydyfen, Bala, Merioneth, Provision Dealer. Feb 21 at 1 at offices of Ellis, Fourcrosses, Festiniog

Power, Anthony Stevens, Bristol, Draper. Feb 21 at 2 at offices of Joselyne and Co, King st, Cheapside. Richardson, Bristol

Queneborough, William Edwin, Flamstead, Hertford, Licensed Victualler. Feb 21 at 3 at offices of Wenn, King Edward st, Newgate st

Remmington, Charles John, jun, Skeyton, Norfolk, of no occupation. Feb 17 at 12 at offices of Bavins and Daynes, Exchange st, Norwich

Rhodes, Joseph, New Basford, Nottingham, Manufacturer of Shetland Goods. Feb 28 at 11 at offices of Carter, Eldon chambers, Wheeler gate, Nottingham

Ridsdale, Ann, Burmantofts, Leeds, Provision Dealer. Feb 19 at 11 at offices of Hopps and Bedford, Bank st, Leeds

Roberts, George, High st, Hounslow, Pork Butcher. Feb 19 at 3 at the Red Lion Inn, Hounslow. Wool and Co

Russell, Samuel Thompson, Salford, Lancaster, out of business. Feb 17 at 3 at the Thatched House Hotel, New Market pl, Manchester. Butterworth, Manchester

Scotcher, John Adams, Bury St Edmunds, Gunmaker. Feb 28 at 12 at the Guildhall, Bury St Edmunds. Salmon and Son, Bury St Edmunds

Senior, George Bannister, Lawford rd, Kentish Town, Licensed Victualler. Feb 23 at 3 at offices of Norman, Great Marlborough st

Sharp, Edward Thomas, Reuben st, Bethnal green, Stone Mason. Feb 25 at 3 at offices of Green and Wright, Queen Victoria st

Smithard, Samuel, and Herbert John Smithard, Manchester, Boot Manufacturers. Feb 18 at 3 at offices of Knowles, Tib lane, Manchester

Smyth, William, and Henry Barnett, Covent garden Market, Fruit Salesmen. Feb 17 at 2 at Ridler's Hotel, Holborn. Goatly, Westminster bridge rd

Spencer, Thomas, Harlaxton, Lincoln, Innkeeper. Feb 22 at 11 at the George Inn, Grantham. Harrison, Lincoln

Taylor, Robert, Ashton-under-Lyne, Ironmonger. Feb 21 at 3 at offices of Coates, Old st, Ashton

Timmins, James, West Bromwich, out of business. Feb 22 at 11 at offices of Jackson and Sharpe, High st, West Bromwich

Tring, Thomas, Kidlington, Oxford, Miller. Feb 21 at 12 at offices of Bickerton, Town Clerk's office, Townhall

Waddingham, Isaac, Sibsey, Lincoln, Farmer. Feb 15 at 12 at offices of Thomas, Emery lane, Boston

Waiting, Henry, Millom, Cumberland, Innkeeper. Feb 22 at 1 at Station Hotel, Millom. Butler, Millom

Walker, William Priestley, Huddersfield, Milk Dealer. Feb 17 at 3 at offices of Sykes and Son, Market st, Huddersfield

Watson, Samuel, Gt Tichfield st, Oxford st, Equestrian. Feb 17 at 2 at Mason's Hall Tavern, Mason's avenue, Basinghall st. Fowler, Dowgate hill

Webster, Matthew, Avenue rd, New Southgate, Builder. Feb 22 at 2 at offices of Hallett, Craven st, Strand

Wiltshire, William, Fifehead Neville, Dorset, out of business. Feb 25 at 12 at Antelope Inn, Hazelbury Brian. Dashwood, Sturminster

Wood, James Henry, Kingston-upon-Hull, Music Hall Manager. Feb 16 at 3 at offices of Chambers, Scale lane, Kingston-upon-Hull

Worgan, James, Burslem, Stafford, Auctioneer. Feb 17 at 11 at offices of Julian, Queen's chambers, Liverpool rd, Burslem

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Wednesday, March 16	Ground	B.
Wednesday, March 30	Ground	B.
Wednesday, April 20	Ground	B.
Wednesday, April 27	First	E.
Wednesday, May 11	First	E.
Wednesday, May 25	Ground	C.
Wednesday, June 8	First	F.
Wednesday, June 22	First	F.
Wednesday, July 6	First	F.
Wednesday, July 20	First	F.
Wednesday, August 3	Ground	C.
Wednesday, August 10	First	F.
Wednesday, October 26	First	F.
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Friday, April 22	Wednesday, June 29	Wednesday, Sept. 21
Wednesday, May 4	Friday, July 1	Wednesday, Oct. 19
Friday, May 13	Wednesday, July 6	Wednesday, Nov. 2
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